



Amendment No. 5  
to  
Agreement No. 9100 NG150000014  
for  
Social Services  
between  
**AUSTIN INDEPENDENT SCHOOL DISTRICT**  
and the  
**CITY OF AUSTIN**  
*(Victory Tutorial)*

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Two Hundred Twenty Eight Thousand and Seventy Eight dollars (\$228,078)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 615,600
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 36,936	\$ 652,536
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 10,006	\$ 662,542
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 5,563	\$ 668,105
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 228,078	\$ 896,183
Amendment No. 5: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 228,078	\$ 1,124,261

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 4/29/2019]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 4/29/2019]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.1 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$228,078 (Two Hundred Twenty Eight Thousand and Seventy Eight dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature:

DocuSigned by:

Dr. Paul Cruz

AUSTIN INDEPENDENT SCHOOL  
DISTRICT  
Paul Cruz, Superintendent  
1111 West Sixth Street  
Austin, TX 78703

Date: 8/22/2019

**CITY OF AUSTIN**

Signature:

Lead

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 9-27-19

**Program Performance Measures**

*Contract Start*      *Contract End*      *Period Performance Start*      *Period Performance End*  
9/1/2015      9/30/2020      10/1/2019      9/30/2020

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**Outputs**

<i>OP #</i>	<i>Output Measure Description</i>	<i>Period Goal</i>		
		<i>City</i>	<i>Other</i>	<i>Total</i>
1	Total Number of Unduplicated Clients Served	350		350

**Program Performance Measures**

<i>Contract Start</i> 9/1/2015	<i>Contract End</i> 9/30/2020	<i>Period Performance Start</i> 10/1/2019	<i>Period Performance End</i> 9/30/2020
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**Outcomes**

<i>OC Item</i>	<i>Outcome Measure Description</i>	<i>Total Program Goal</i>
1 Num	Number of youth served who progress to the next academic level	300
1 Den	Total number of youth who received services	350
1 Rate	Percent of youth who progress to the next academic level	85.71

**Program Budget and Narrative**

Program Start 10/1/2019  
 Program End 9/30/2020

	<i>City Share</i>	<i>Other</i>	<i>Total</i>
<i>Salary plus Benefits</i>	\$222,078.00	\$0.00	\$222,078.00
<i>General Operations Expenses</i>	\$4,000.00	\$0.00	\$4,000.00
<i>Program Subgrantees</i>	\$0.00	\$0.00	\$0.00
<i>Staff Travel</i>	\$1,000.00	\$0.00	\$1,000.00
<i>Conferences</i>	\$1,000.00	\$0.00	\$1,000.00
<i>Operations SubTotal</i>	\$6,000.00	\$0.00	\$6,000.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00
<i>Other Assistance</i>	Please Specify	Please Specify	Please Specify
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$228,078.00</b>	<b>\$0.00</b>	<b>\$228,078.00</b>

**Detailed Budget Narrative**

**Salaries plus Benefits**

Salaries, benefits, retirement, and employment taxes for programmatic and administrative staff related to the VICTORY Tutorial program

**General Op Expenses**

Office supplies and equipment, program supplies, reproduction costs, copier rental and expenses, buses for field trips, and travel within Travis County

**Program Subgrantees**

**Staff Travel**

Travel expenses related to educational conferences out of Travis County

**Conferences**

Education conference expenses

**Food and Beverage**

**Financial Assistance**

**Other Assistance**

**Capital Outlay**



Amendment No. 4  
to  
Agreement No. NG15000014  
for  
Social Services  
between  
**AUSTIN INDEPENDENT SCHOOL DISTRICT**  
and the  
**CITY OF AUSTIN**  
*(Victory Tutorial)*

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Two Hundred Twenty Eight Thousand and Seventy Eight dollars (\$228,078)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 615,600
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 36,936	\$ 652,536
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 10,006	\$ 662,542
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 5,563	\$ 668,105
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 228,078	\$ 896,183

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. *[Revised 6/6/2018]*

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. *[Revised 6/6/2018]*

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.1 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$228,078 (**Two Hundred Twenty Eight Thousand and Seventy Eight dollars**).

- 5.0 MBE/WBE goals were not established for this Agreement.

- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature: \_\_\_\_\_



\_\_\_\_\_  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
Paul Cruz, Superintendent  
1111 West Sixth Street  
Austin, TX 78703

Date: \_\_\_\_\_

**CITY OF AUSTIN**

Signature: \_\_\_\_\_



\_\_\_\_\_  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 08/17/18

APPROVED AS TO LEGAL FORM  
 8/17/18

### Program Performance Measures

<i>Contract Start</i> 9/1/2015	<i>Contract End</i> 9/30/2019	<i>Period Performance Start</i> 10/1/2018	<i>Period Performance End</i> 9/30/2019
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#### Outputs

<i>OP #</i>	<i>Output Measure Description</i>	<i>Period Goal</i>		
		<i>City</i>	<i>Other</i>	<i>Total</i>
1	Total Number of Unduplicated Clients Served	350		350

**Program Performance Measures**

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<b>Contract Start</b> 9/1/2015	<b>Contract End</b> 9/30/2019	<b>Period Performance Start</b> 10/1/2018	<b>Period Performance End</b> 9/30/2019
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**Outcomes**

<b>OC Item</b>	<b>Outcome Measure Description</b>	<b>Total Program Goal</b>
1 Num	Number of youth served who progress to the next academic level	300
1 Den	Total number of youth who received services	350
1 Rate	Percent of youth who progress to the next academic level	85.71

**Program Budget and Narrative**

Program Start 10/1/2018

Program End 9/30/2019

	<i>City Share</i>	<i>Other</i>	<i>Total</i>
<b>Salary plus Benefits</b>	<b>\$222,078.00</b>	<b>\$0.00</b>	<b>\$222,078.00</b>
General Operations Expenses	\$4,000.00	\$0.00	\$4,000.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$1,000.00	\$0.00	\$1,000.00
Conferences	\$1,000.00	\$0.00	\$1,000.00
<b>Operations SubTotal</b>	<b>\$6,000.00</b>	<b>\$0.00</b>	<b>\$6,000.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$228,078.00</b>	<b>\$0.00</b>	<b>\$228,078.00</b>

**Detailed Budget Narrative****Salaries plus Benefits**

Salaries, benefits, retirement, and employment taxes for programmatic and administrative staff related to the VICTORY Tutorial program

**General Op Expenses**

Office supplies and equipment, program supplies, reproduction costs, copier rental and expenses, buses for field trips, and travel within Travis County

**Program Subgrantees****Staff Travel**

Travel expenses related to educational conferences out of Travis County

**Conferences**

Education conference expenses

**Food and Beverage****Financial Assistance****Other Assistance****Capital Outlay**



Amendment No. 3  
to  
Agreement No. NG150000014  
for  
Social Services  
between  
**AUSTIN INDEPENDENT SCHOOL DISTRICT**  
and the  
**CITY OF AUSTIN**  
(Victory Tutorial)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Five Thousand Five Hundred Sixty Three dollars (\$5,563)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 615,600
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 36,936	\$ 652,536
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 10,006	\$ 662,542
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 5,563	\$ 668,105

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new Exhibit A.1 -- Program Work Statement. [Revised 3/27/2018]**

**Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 3/2/2018]**

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$668,105 (Six Hundred Sixty Eight Thousand One Hundred Five dollars)**, and **\$228,078 (Two Hundred Twenty Eight Thousand and Seventy Eight dollars)** per 12 month extension option, for a total Agreement amount of **\$1,352,339**. Continuation of the Agreement

beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

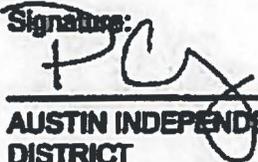
4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$228,078 (Two Hundred Twenty Eight Thousand and Seventy Eight dollars).

- 5.0 MBE/WBE goals were not established for this Agreement.
- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature: \_\_\_\_\_

  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
Paul Cruz, Superintendent  
1111 West Sixth Street  
Austin, TX 78703

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

 8/17/18

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: \_\_\_\_\_

07/24/18

## Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

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### Program Goals And Objectives

AISD's VICTORY Tutorial Program provides free tutoring for students in grades 1-12 to develop learning skills, support academic improvement, encourage a positive self-concept, and to involve the community in the educational process. VICTORY strives to assist each student to improve or maintain positive academic performance. The students who participate in the VICTORY Tutorial Program will pass the subject tutored and progress to the next grade level.

### Program Clients Served

AISD shall recruit and serve students through extensive community outreach and close coordination with schools in the City of Austin branch library service areas.

#### Approved Client Eligibility Exception

In lieu of the standard eligibility requirements in Exhibit A.3, all students attending an AISD Title 1 campus with at least 67% of the student body on free and reduced lunch will be eligible for the program. All students from those campuses are eligible for VICTORY Program services regardless of family income. An updated list of those campuses shall be submitted to the City at the beginning of each school year. In addition, students attending a non-AISD school with at least 67% or greater of the student body eligible for free or reduced lunch who are residents of Austin and/or Travis County will be eligible for the program. Food Program eligibility and students' home residence addresses are maintained by the AISD VICTORY Tutorial Program.

### Program Services And Delivery

AISD shall provide one (1) full time Program Administrator. AISD shall provide full-time and part-time School Site Coordinators who work at various libraries and schools to recruit, train, match, and supervise volunteer tutors. Volunteer tutors are recruited throughout the community. AISD shall also provide Program Specialists who will directly supervise each tutoring site. The program emphasizes one-on-one matches of tutors with students at libraries and schools throughout the Austin area. Group tutoring will also be provided.

The frequency of tutoring sessions is determined by the student and volunteer tutor, in conjunction with the AISD School Site Coordinator. VICTORY will also provide group tutoring sessions for students who want to maintain their good academic performance. VICTORY will continue services in the summer as long as funding provides.

### System for Collecting and Reporting Program Data

Each Program Specialist records daily attendance data for students and tutors. This information, plus data collected from AISD databases to address specific performance measures, is compiled by program staff and supervisor to produce the reports that are prepared in compliance with this funding. These reports are submitted on the schedule as agreed in the City's contract.

### Performance Evaluation

Program data will be collected daily and compiled monthly. Performance measurement will be completed and reported on the schedule as agreed in the City's contract. Each semester the Electronic Child Study Team completes a report that gives information on the progress of each student in core subject areas. This information then guides the development of the tutoring plan for the next semester.

### Quality Improvement

The VICTORY Tutorial Program sends out surveys to teachers, parents, students and tutors to ensure that students are given the highest level of service. Each semester, survey results are aggregated for reports and we meet as a staff to address concerns. Tutors are supervised at all times by Program Specialists. Site Coordinators review tutor notes and meet with tutors as necessary. For example, several tutors wanted access to textbooks. When program staff saw this was an issue across the sites, program staff communicated with the AISD curriculum department, and gained access to all of the AISD online textbooks and resources. Staff attends training on district databases to keep up with students' performance. Access to these databases gives real time progress on the students. This allows program staff to reassess every six weeks and update the students' tutoring plan.

Created 4/15/2015 1:21:00 PM

Last Modified, If Applicable 3/27/2018 12:04:00 PM

## ***Program Work Statement***

***Contract Start Date***      9/1/2015      ***Contract End Date***      9/30/2018

Youth Program Quality: a. Minimum Standard Operating Procedures shall be maintained by AISD's VICTORY Tutorial Program for its summer and afterschool programs. The Procedures are submitted to the City for review and approval by the City prior to any reimbursements being made under this contract. Changes or alterations to the Procedures after City approval shall be provided to the City for review and approval within 10 business days of the change.

b. AISD's VICTORY Tutorial Program works to align its program quality with the criteria of the Texas Partnership for Out of School Time (TXPOST): Texas Standards of High Quality Afterschool, Summer and Expanded Learning Programs for each program site funded by the City.

### ***Service Coordination with Other Agencies***

VICTORY program staff works closely with schools in their respective service areas in order to coordinate all aspects of the provision of tutorial services to their students. VICTORY is collaborating with 21st Century to provide tutoring to students attending those schools.

### ***Service Collaboration with Other Agencies***

Not a formal collaborative as defined by Austin Public Health

### ***Community Planning Activities***

The VICTORY Tutorial program takes part in the meetings that are held by the City of Austin, The University of Texas, Austin Community College, Library staff meetings, and countless neighborhood association meetings aimed at furthering our volunteer base as well as getting the word out about our services. These meetings give VICTORY staff an opportunity to speak to the various community leaders about what services we provide and to reach out for volunteers. VICTORY also serves to bridge a gap between these organizations and our families, many of whom are Spanish speakers. Each of these meetings puts the VICTORY Tutorial Program in the spotlight, and closer to being a staple in the community. This will hopefully have some positive effect, such as funding will continue or increase, and we can continue to provide services.

**Program Budget and Narrative**

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018
<b><i>Salary plus Benefits</i></b>	<b>\$216,512.00</b>	<b>\$222,115.00</b>	<b>\$222,078.00</b>	<b>Total \$660,705.00</b>
<i>General Operations Expenses</i>	\$1,000.00	\$400.00	\$4,000.00	\$5,400.00
<i>Program Subgrantees</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$1,000.00	\$1,000.00
<i>Conferences</i>	\$0.00	\$0.00	\$1,000.00	\$1,000.00
<b><i>Operations SubTotal</i></b>	<b>\$1,000.00</b>	<b>\$400.00</b>	<b>\$6,000.00</b>	<b>\$7,400.00</b>
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00
<b><i>Direct Assistance SubTotal</i></b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b><i>Capital Outlay Amount</i></b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b><i>Total</i></b>	<b>\$217,512.00</b>	<b>\$222,515.00</b>	<b>\$228,078.00</b>	<b>\$668,105.00</b>
<i>Total Period Percentage</i>	32.56	33.31	34.14	

**Detailed Budget Narrative**

**Salaries plus Benefits**

Salaries, benefits, retirement, and employment taxes for programmatic and administrative staff related to the VICTORY Tutorial program

**General Op Expenses**

Office supplies and equipment, program supplies, reproduction costs, copier rental and expenses, buses for field trips, and travel within Travis County

**Program Subgrantees**

**Staff Travel**

Travel expenses related to educational conferences out of Travis County

**Conferences**

Education conference expenses

**Food and Beverage**

**Financial Assistance**

**Other Assistance**

**Capital Outlay**



Amendment No. 2  
to  
Contract No. NG150000014  
for  
Social Services  
between  
**AUSTIN INDEPENDENT SCHOOL DISTRICT**  
and the  
**CITY OF AUSTIN**  
(Victory Tutorial)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Ten Thousand and Six dollars (\$10,006)**. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 615,600
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 36,936	\$ 652,536
Amendment No. 2: Add funds to Contract and modify Exhibits	\$ 10,006	\$ 662,542

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/24/2017]

**Exhibit E – Business Associate Agreement** is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$662,542 (Six Hundred Sixty Two Thousand Five Hundred Forty Two dollars)**, and **\$222,515 (Two Hundred Twenty Two Thousand Five Hundred Fifteen dollars)** per 12 month

extension option, for a total Agreement amount of \$1,330,087. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$222,515 (*Two Hundred Twenty Two Thousand Five Hundred Fifteen dollars*);

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$222,515 (*Two Hundred Twenty Two Thousand Five Hundred Fifteen dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation**. The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an

accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

**Section 4.8.1 Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

**Section 4.8.3** The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

**Section 4.8.4** The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity

15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

**Section 8.6 Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

**5.0** The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

**Section 8.27 Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

**Section 8.28 HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

**8.28.1 Business Associate Agreement.** If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. §

160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

**Section 8.29 Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

**Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

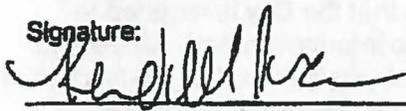
In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

- 6.0 MBE/WBE goals were not established for this Contract.
- 7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

**CONTRACTOR**

Signature: \_\_\_\_\_

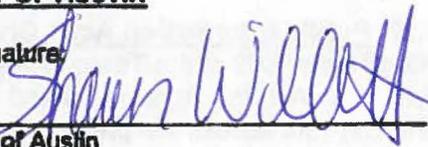


AUSTIN INDEPENDENT SCHOOL DISTRICT  
Kendall Pace, AISD Board Chair  
1111 West Sixth Street  
Austin, TX 78703

Date: 3/27/17

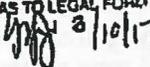
**CITY OF AUSTIN**

Signature: \_\_\_\_\_



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 4/10/17

APPROVED AS TO LEGAL FORM  


## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		<i>Total</i>
<i>Salary plus Benefits</i>	\$216,512.00	\$222,115.00	\$222,115.00		\$660,742.00
<i>General Operations Expenses</i>	\$1,000.00	\$400.00	\$400.00		\$1,800.00
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	\$1,000.00	\$400.00	\$400.00		\$1,800.00
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Total</i>	\$217,512.00	\$222,515.00	\$222,515.00		\$662,542.00
<i>Total Period Percentage</i>	32.83	33.59	33.59		

### Detailed Budget Narrative

<i>Salaries plus Benefits</i>	<i>Salaries, benefits, retirement, and employment taxes</i>
<i>General Op Expenses</i>	<i>Office supplies and equipment, program supplies, reproduction costs, copier rental and expenses, buses for field trips, and travel within Travis County</i>
<i>Program Subcontractors</i>	
<i>Staff Travel</i>	
<i>Conferences</i>	
<i>Food and Beverage</i>	
<i>Financial Assistance</i>	
<i>Other Assistance</i>	
<i>Capital Outlay</i>	

## BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

### RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. **Definitions.** Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
  2. **Business Associate.** "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
  3. **Covered Entity.** "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
  4. **Designated Record Set.** "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
  6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
  7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
  8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
  9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
  10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
  11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
  12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
  13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices (“Notice”) produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate’s permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual’s right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. § 164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
  - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
  - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
2. **Data Aggregation.** In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
3. **De-identified Information.** Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
4. **Safeguards.**
- (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
  - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate’s own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
  - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. § 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. § 164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. **Knowledge of HIPAA Rules.** Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. **Information Incident Notification for PHI.** Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. **Information Breach Notification for PHI.** Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than **three** days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. **Breach Notification to Individuals.** Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. **Information Breach Notification for Other Sensitive Personal Information.** In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
  2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
  3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.
- F. Application of Security and Privacy Provisions to Business Associate.
1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

**G. Term and Termination.**

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

#### H. **Miscellaneous.**

1. **Indemnification.** To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. **Mitigation.** If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. **Survival.** The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



Amendment No. 1  
to  
Contract No. NG150000014  
for  
Social Services  
between  
**AUSTIN INDEPENDENT SCHOOL DISTRICT**  
and the  
**CITY OF AUSTIN**  
*(Victory Tutorial)*

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Thirty Six Thousand Nine Hundred Thirty Six dollars (\$36,936)**. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 615,600
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 36,936	\$ 652,536

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. *[Revised 3/18/2016]*

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. *[Revised 3/18/2016]*

- 4.0 The following contract TERMS and CONDITIONS have been revised:

**Section 4.1 [Contract Amount]**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$652,536 (Six Hundred Fifty Two Thousand Five Hundred Thirty Six dollars)**, and **\$217,512 (Two Hundred Seventeen Thousand Five Hundred Twelve dollars)** per twelve (12) month extension option, for a total Contract amount of \$1,305,072. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

**Section 4.1.2** Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantor shall not exceed \$217,512 (Two Hundred Seventeen Thousand Five Hundred Twelve dollars);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantor shall not exceed \$217,512 (Two Hundred Seventeen Thousand Five Hundred Twelve dollars);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantor shall not exceed \$217,512 (Two Hundred Seventeen Thousand Five Hundred Twelve dollars).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-01, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

CONTRACTOR

Signature:

*Kendall Pace*

AUSTIN INDEPENDENT SCHOOL  
DISTRICT  
Kendall Pace, President, AISD Board of  
Trustees  
1111 West Sixth Street  
Austin, TX 78703

Date:

*8/2/16*

CITY OF AUSTIN

Signature:

*[Handwritten Signature]*

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date:

*08-17-16*

APPROVED AS TO LEGAL FORM

*[Handwritten Signature]*

**Program Performance Measures**

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

**Outputs**

<i>ID</i>	<i>Output Measure Description</i>	<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
1	Total Number of Unduplicated Clients Served	350	350	350	1050

**Outcomes**

<i>ID</i>	<i>Outcome Measure Description</i>	<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
	Number of youth served who progress to the next academic level	300	300	300	900
4B	Total number of youth who received services	350	350	350	1050
	Percent of youth who progress to the next academic level	85.71	85.71	85.71	85.71

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		<i>Total</i>
<i>Salary plus Benefits</i>	\$216,512.00	\$216,512.00	\$216,512.00		<b>\$649,536.00</b>
<i>General Operations Expenses</i>	\$1,000.00	\$1,000.00	\$1,000.00		\$3,000.00
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>		<b>\$3,000.00</b>
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		<b>\$0.00</b>
<b>Total</b>	<b>\$217,512.00</b>	<b>\$217,512.00</b>	<b>\$217,512.00</b>		<b>\$652,536.00</b>
<i>Total Period Percentage</i>	33.33	33.33	33.33		

### Detailed Budget Narrative

**Salaries plus Benefits**

3 FTEs to implement the VICTORY Tutorial Program in 7 Branches of the Austin Public Library during the regular school year, and possible summers. This includes 1 Program Administrator and 2.5 site coordinators as well as costs of part-time hourly staff.

**General Op Expenses**

In county travel, general supplies, reproduction cost, copier rental, general office equipment, buses for field trips and other general operation expenses not covered in the other categories.

**Program Subcontractors**

**Staff Travel**

**Conferences**

**Food and Beverage**

**Financial Assistance**

**Other Assistance**

**Capital Outlay**

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**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**REQUEST FOR APPLICATION (RFA)**

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**SOLICITATION NO:** EAD0116

**DATE ISSUED:** 2/24/14

**COMMODITY CODE:** 95243

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

**Phone:** (512) 972-4017

**E-Mail:** [Erin.D'Vincent@austintexas.gov](mailto:Erin.D'Vincent@austintexas.gov)

Questions regarding the RFA shall be sent to  
[CityHSRFA2014@austintexas.gov](mailto:CityHSRFA2014@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** Self Sufficiency Social Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**APPLICATION DUE PRIOR TO:** 4/24/14, 11 AM, local time

**APPLICATION CLOSING TIME AND DATE:** 4/24/14, 11 AM, local  
time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**All documents shall be submitted the address below:**

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

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**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR  
FLASH DRIVE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Austin ISD

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Dr. Meria Carstarphen

Title: Superintendent

Signature of Officer or Authorized Representative: [Signature]

E-Mail Address: superintendent@austinisd.org

Phone Number: 512-414-2412

\* Application response must be submitted with this Offer sheet to be considered for award



**CONTRACT BETWEEN  
THE CITY OF AUSTIN  
AND  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
FOR  
SOCIAL SERVICES  
(Victory Tutorial)**

**CONTRACT NO. NG15000014**

**CONTRACT AMOUNT: \$615,600**

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Austin Independent School District ("Contractor"), a Texas non-profit corporation, having offices at 1111 West Sixth Street, Austin, TX 78703.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Jina Sorensen or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Dr. Gloria L. Williams, Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

## SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

## SECTION 3. PROGRAM WORK STATEMENT

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

## SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$615,600 (Six Hundred Fifteen Thousand Six Hundred dollars)**, and \$205,200 (*Two Hundred Five Thousand Two Hundred dollars*) per twelve (12) month extension option, for a total Contract amount of \$1,231,200. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$205,200 (*Two Hundred Five Thousand Two Hundred dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$205,200 (*Two Hundred Five Thousand Two Hundred dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$205,200 (*Two Hundred Five Thousand Two Hundred dollars*).

#### 4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

**The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.**

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

#### 4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

- 4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
- 4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- 4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- 4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;
- 4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

#### 4.8 **Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 **Reimbursement Only.** Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

#### 4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if

any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 **Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial

statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
  - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
  - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

**4.12.9 Right To Audit By Office of City Auditor.**

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

**4.13 Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

**SECTION 5. TERMINATION**

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 6. OTHER DELIVERABLES**

- 6.1 **Insurance.** The following insurance requirements apply.

### **6.1.1 General Requirements**

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will

accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin  
Health and Human Services Department  
ATTN: Community Based Resources  
P. O. Box 1088  
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000\* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

6.1.2.1.2 Independent Contractor's Coverage

- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

\* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

**6.1.2.2 Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3. The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Contractor's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

**6.1.2.4 Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

## 6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

- 6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.
- 6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 7. WARRANTIES**

- 7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

## **SECTION 8. MISCELLANEOUS**

- 8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return

Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Austin Independent School District	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Dr. Paul Cruz, Superintendent	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H Austin, TX 78702	1111 West Sixth Street Austin, TX 78703	7201 Levander Loop, Bldg. E Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 8.18 **Dispute Resolution.**
- 8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified

individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**8.19 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

**8.20 Living Wage Policy**

[Reserved]

**8.21 Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

**8.22 Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved

in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**AUSTIN INDEPENDENT SCHOOL DISTRICT**

Signature: Gina Hinojosa

Name: GINA HINOJOSA  
*Printed Name*

Title: AFSD Board President

Date: 8/22/15 APPROVED AS TO LEGAL FORM  
new 6-18-15

**CITY OF AUSTIN**

Signature: [Signature]

Name: JAMES SCARBORO  
PURCHASING OFFICE

Date: 8/18/15

**EXHIBITS**

**Exhibit A – Program Forms**

- A.1 Program Work Statement
- A.2 Program Performance Measures
- A.3 Client Eligibility Requirements

**Exhibit B – Program Budget Forms**

- B.1 Program Budget and Narrative

**Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification**

## Program Work Statement

*Contract Start Date*      9/1/2015      *Contract End Date*      9/30/2018

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### ***Program Goals And Objectives***

AISD's VICTORY Tutorial Program provides free tutoring for students in grades 1-12 to develop learning skills, support academic improvement, encourage a positive self-concept, and to involve the community in the educational process. VICTORY strives to assist each student to improve or maintain positive academic performance. The students who participate in the VICTORY Tutorial Program will pass the subject tutored and progress to the next grade level.

### ***Program Clients Served***

AISD shall recruit and serve students through extensive community outreach and close coordination with schools in the City of Austin branch library service areas.

#### ***Approved Client Eligibility Exception***

Students attending an AISD campus with at least 70% of the student body on free and reduced lunch will be eligible for the program. All students from those campuses are eligible for Victory Program services regardless of family income. An updated list of those campuses shall be submitted to the City at the beginning of each school year. Students attending AISD are residents of Austin and/or Travis County. Family income for Food Program eligibility and students home residence addresses are maintained by AISD.

### ***Program Services And Delivery***

AISD shall provide one (1) full time Program Administrator. AISD shall provide two (2) full-time and one (1) part-time School Site Coordinators who work out of six (6) branch libraries to recruit, train, match, and supervise volunteer tutors. Volunteer tutors are recruited throughout the community. AISD shall also provide at least six (6) Program Specialists who will directly supervise each tutoring site. The program emphasizes one-on-one matches of tutors with students at branch libraries. Group tutoring will also be provided. The tutoring program is conducted at the following branch libraries: Carver, Daniel E. Ruiz, Little Walnut Creek, Southeast Austin, Twin Oaks, and University Hills. The frequency of tutoring sessions is determined by the student and volunteer tutor, in conjunction with the AISD School Site Coordinator. VICTORY will also provide group tutoring sessions for students who want to maintain their good academic performance. VICTORY will continue services in the summer as long as funding provides.

### ***System for Collecting and Reporting Program Data***

Each Program Specialist records daily attendance data for students and tutors. This information is compiled into a monthly VICTORY Tutorial Program Report that is submitted to the management staff of the AISD Department of School, Family and Community Education. This information, plus data collected by the AISD Department of Evaluation to address specific performance measures, is compiled by program staff and supervisor to produce the reports that are prepared in compliance with this funding. These reports shall be submitted on the schedule as agreed in the City's contract. The Department of Program and Evaluation will provide reports and data analysis.

### ***Performance Evaluation***

Program data will be collected daily and compiled monthly. Performance measurement will be completed and reported on the schedule as agreed in the City's contract. Each semester the Department of Evaluation completes a report that gives information on the progress of each student in core subject areas. This information then guides the development of the tutoring plan for the next semester.

### ***Quality Improvement***

The VICTORY Tutorial Program sends out surveys to teachers, parents, students and tutors to ensure that students are given the highest level of service. Each semester, survey results are aggregated for reports and we meet as a staff to address concerns. Tutors are supervised at all times by Program Specialists. Site Coordinators review tutor notes and meet with tutors as necessary. For example, several tutors wanted access to textbooks. When we saw this was an issue across the sites, we communicated with the AISD curriculum department, and we gained access to all of the AISD online textbooks and resources. Staff attends training on district databases to keep up with students' performance. Access to these databases gives us real time progress on the students. This allows us to reassess every six weeks and update the students' tutoring plan.

*Created* 4/15/2015 1:21:00 PM

*Last Modified, If Applicable* 4/21/2015 2:02:00 PM

## ***Program Work Statement***

*Contract Start Date*      9/1/2015      *Contract End Date*      9/30/2018

Youth Program Quality: a. Minimum Standard Operating Procedures shall be maintained by AISD's VICTORY Tutorial Program for its summer and afterschool programs. The Procedures shall be submitted to the City for review and approval by the City prior to any reimbursements being made under this contract. Changes or alterations to the Procedures after City approval shall be provided to the City for review and approval within 10 business days of the change.

b. AISD's VICTORY Tutorial Program shall work to align its program quality with the criteria of the Texas Partnership for Out of School Time (TXPOST): Texas Standards of High Quality Afterschool, Summer and Expanded Learning Programs for each program site funded by the City. A plan including specific goals and timelines shall be submitted to the City for review and approval by December 31, 2015.

### ***Service Coordination with Other Agencies***

VICTORY program staff works closely with schools in their respective service areas in order to coordinate all aspects of the provision of tutorial services to their students. The program is conducted at City of Austin branch libraries and the program supervisor is housed at the main library. VICTORY collaborates with Austin Free Net to provide students with the use of iPads and/or Android tablets during tutoring. VICTORY Tutorial is the only District-organized tutoring program that occurs after school. APIE conducts tutoring during the school day. In a regular school setting, teachers are free to give tutoring at their discretion. VICTORY staff works with some teachers and provides tutoring services for students in their classes. One teacher completed an application for all 25 of his students. We collaborated with 21st Century to provide an extra day of tutoring at the Southeast site to accommodate these students.

### ***Service Collaboration with Other Agencies***

N/A

### ***Community Planning Activities***

The VICTORY Tutorial program takes part in the meetings that are held by the City of Austin, The University of Texas, Austin Community College, Library staff meetings, and countless neighborhood association meetings aimed at furthering our volunteer base as well as getting the word out about our services. These meetings give VICTORY staff an opportunity to speak to the various community leaders about what services we provide and to reach out for volunteers. VICTORY also serves to bridge a gap between these organizations and our families, many of whom are Spanish speakers. Each of these meetings puts the VICTORY Tutorial Program in the spotlight, and closer to being a staple in the community. This will hopefully have some positive effect, such as funding will continue or increase, and we can continue to provide services.

**Program Performance Measures**

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

**Outputs**

<i>ID</i>	<i>Output Measure Description</i>	<i>1</i>	<i>2*</i>	<i>3*</i>	<i>Contract Term **</i>
1	Total Number of Unduplicated Clients Served	300	300	300	810

**Outcomes**

<i>ID</i>	<i>Outcome Measure Description</i>	<i>1</i>	<i>2*</i>	<i>3*</i>	<i>Contract Term **</i>
	Number of youth served who progress to the next academic level	270	270	270	810
4B	Total number of youth who received services	300	300	300	900
	Percent of youth who progress to the next academic level	90	90	90	90

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

**UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.**

#### **GENERAL**

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
  - ◆ Annual certification of client eligibility
  - ◆ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
  - ◆ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
  - ◆ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
  - ◆ Clients in programs serving victims of violence are not subject to residency or income requirements
  - ◆ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

#### **IDENTITY**

- Client must provide proof of identity in order to receive City-funded services, documented by:
  - ◆ A government –issued identification; or
  - ◆ A signed Self-Declaration of Identity supported by client residency documentation

#### **RESIDENCY**

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
  - ◆ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
  - ◆ Residency eligibility must be verified by one or more of the following sources:
    - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
    - Travis County Appraisal District website (<http://www.traviscad.org>)

# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) ([www.usps.com](http://www.usps.com))

#### **INCOME**

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
  - For the purposes of determining eligibility for City-funded services, a family unit consists of:
    - A person living alone:
      - An adult living alone
      - A minor child living alone or with others who are not responsible for the child's support
    - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
      - Two persons in a domestic partnership, or legal or common-law marriage
      - One or both legal parents and minor children
      - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

#### **(1) Included Income:**

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

#### **(2) Excluded Income:**

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
  - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
  - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

**Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.**

## Program Budget and Narrative

	<i>1</i>	<i>Period</i> <i>2</i>	<i>3</i>	<i>Contract Start</i> <i>Contract End</i>	<i>9/1/2015</i> <i>9/30/2018</i>
<i>Period Start Date</i>	<b>9/1/2015</b>	<b>10/1/2016</b>	<b>10/1/2017</b>		
<i>Period End Date</i>	<b>9/30/2016</b>	<b>9/30/2017</b>	<b>9/30/2018</b>		<b>Total</b>
<i>Salary plus Benefits</i>	<b>\$204,000.00</b>	<b>\$204,000.00</b>	<b>\$204,000.00</b>		<b>\$612,000.00</b>
<i>General Operations Expenses</i>	\$1,200.00	\$1,200.00	\$1,200.00		\$3,600.00
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	<b>\$1,200.00</b>	<b>\$1,200.00</b>	<b>\$1,200.00</b>		<b>\$3,600.00</b>
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Capital Outlay Amount</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>\$205,200.00</b>	<b>\$205,200.00</b>	<b>\$205,200.00</b>		<b>\$615,600.00</b>
<i>Total Period Percentage</i>	33.33	33.33	33.33		

### Detailed Budget Narrative

**Salaries plus Benefits**

3.5 FTEs to implement the VICTORY Tutorial Program in 6 Branches of the Austin Public Library. This includes 1 Program Administrator and 2.5 site coordinators as well as costs of part-time hourly staff. This staffing pattern is expected to remain static until more funds become available.

**General Op Expenses**

This includes summer programming, supplies to all locations, reproduction costs, purchasing of promotional materials, local staff travel, local conferences and trainings.

**Program Subcontractors**

**Staff Travel**

**Conferences**

**Food and Beverage**

**Financial Assistance**

**Other Assistance**

**Capital Outlay**

**City of Austin, Texas  
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE  
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas  
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:  
Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for*

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 22 day of June, 2015

CONTRACTOR

Authorized  
Signature

Gina Angen  
ATSD Board President

Title

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

**1. EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to [CityHSRFA2014@austintexas.gov](mailto:CityHSRFA2014@austintexas.gov) by 4 PM on April 11<sup>th</sup>, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

**2. INSURANCE:** Insurance is required for this solicitation.

**Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have,** Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

**II. Specific Requirements**

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

**A. Workers' Compensation and Employers' Liability Insurance**

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
  - \$100,000 bodily injury each accident
  - \$100,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

**B. Commercial General Liability Insurance**

1. Minimum limits:
  - \$500,000\* combined single limit per occurrence for coverage A and B.
  - \*Supplemental Insurance Requirement
  - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
    - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket Contractual liability for this Contract
  - b. Products and Completed Operations
  - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
  - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

**C. Business Automobile Liability Insurance**

1. Minimum limits:

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
  - a. Waiver of Subrogation (Form CA 0444)
  - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
  - c. City of Austin named as additional insured (Form CA 2048)

**D. Professional Liability Insurance**

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

**E. Blanket Crime Policy Insurance**

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

**F. Directors and Officers Insurance**

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

**G. Property Insurance**

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

**III. Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**4. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .

**5. INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**7. OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

**CITY OF AUSTIN  
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- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

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**1. INTRODUCTION**

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

**1.1 Self-sufficiency Goals:**

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

**1.2 Life Continuum Categories:**

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

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tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

## **2. BACKGROUND**

### A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition

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- i. *American Community Survey (2012)*, U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA’s National Registry of Evidence-based Programs and Practices (2013)*, The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment (2012)*, A/TCHHSD, Travis County HHS & VS, Central Health, St. David’s Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor’s Mental Health Task Force Final Report (2005)*, Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor’s Task Force on Aging Report and Recommendations (2013)*, Mayor’s Task Force on Aging
- n. *Imagine Austin (2012)*, City of Austin

As the community’s social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

**3. PRINCIPAL OBJECTIVE & GOALS**

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
  - 1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children’s cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
  - 2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
  - 3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
  - 4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.  
*(School Readiness Action Plan)*

- b. Youth:
  - 1. Children, youth and young adults:

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- i. Are physically healthy
  - ii. Are physically safe
  - iii. Respect diversity and demonstrate empathy and pro-social behaviors
  - iv. Engage in community, school and/or extracurricular activities
  - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
  - vi. Have good mental health and are emotionally resilient
  - vii. Avoid risky behaviors
  - viii. Are academically successful
  - ix. Have awareness and positive attitudes about adult careers
  - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
  - xi. Successfully complete post-secondary education or training
  - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. **Basic Needs:** Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. **Homeless & Housing Services:** People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. **Behavioral Health:** Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. **Workforce Development:** Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

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literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

*(Mayor’s Task Force on Aging 2013)*

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

*(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)*

**4. CONNECTION TO IMAGINE AUSTIN**

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

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**“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”**

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

**Austin is Livable:** All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

**Austin is Educated:** Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

**Austin is Prosperous:** Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

**Austin Values and Respects its People:** Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

## **5. PROGRAM STRATEGIES & TARGET POPULATION**

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The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

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Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

**6. OUTCOMES & OUTPUTS**

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

**7. ELIGIBILITY REQUIREMENTS**

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

**8. FUNDING INFORMATION**

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- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
  - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
    - i. Early Childhood - \$949,416
    - ii. Youth - \$1,961,339
    - iii. Adults and Family - \$7,327,622
    - iv. Seniors and People with Disabilities - \$813,804
    - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

**9. ELIGIBLE APPLICANTS**

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
  - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
  - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
  - 1. Shall reflect an unqualified and/or unmodified audit opinion
  - 2. Shall not reflect a "Going Concern Uncertainty"
  - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
  - 1. Have specific terms delineated by a beginning and ending date
  - 2. Meet in person a minimum of three times per fiscal year
  - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

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All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
  - a. reviews program performance
  - b. approves budgets
  - c. reviews financial performance
  - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years



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2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

### **Application Evaluation**

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

### **Application Format**

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

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informational sequence:

**Part I – Program Overview and Strategy**

**Total points: 70**

**A. Connection to the Self-Sufficiency Goals and Life Continuum Categories**

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
  - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

*For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.*

**B. Target Population(s) for the Goal(s)**

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
  - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
  - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
  - a. Target population demographic/Census data
  - b. Quantified target population unmet need(s)
  - c. Applicant’s trends in target population unmet need(s)
  - d. Waiting list information (if applicable)
  - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

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3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
  - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
  - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
  - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
  - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
  - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

*Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.*

**C. Program Strategy to Accomplish the Goals**

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
  - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
  - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.

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4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

**D. Performance Measures – Impact on the Goals**

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

**Output Measures**

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

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Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

**Outcome Measures**

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

**E. Service Coordination**

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and [https://www.onecpd.info/resources/documents/Coordinated%20Assessment\\_3.20.12.pdf](https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf)) and how your organization will coordinate and collaborate with this community initiative

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throughout the funding period.

**F. Community Planning Activities**

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

**G. Overall Evaluation Factors Regarding Applicant**

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
  - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

*Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.*

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

**H. Data Management and Program Evaluation**

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

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Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

**I. Staffing Plan**

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position’s time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

**Part II – Cost Effectiveness**

**Total points: 20**

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses all of the following:

**A. Budget**

1. A summary description of the budget justification for the program strategy/strategies is required.
  - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
  - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant’s fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

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Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

**B. Cost per Client**

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

**C. Program Funding Summary**

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

**Part III – Local Business Presence**

**Total points: 10**

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

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important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm’s headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror’s Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

<b>Team’s Local Business Presence</b>	<b>Points Awarded</b>
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

**Part IV – Bonus Evaluation Points**

**Total points: 25**

**A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)**

**Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
  - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
  - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application

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meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

**OR**

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
  - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
  - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

*For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.*

**B. Leveraging**

**5 points**

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
  - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
  - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

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The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

**C. Healthy Service Environment**

**Maximum 10 points**

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- Tobacco-free Campus (**3 points**) - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

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- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
  - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
    - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
    - the provision of accessible locations allowing privacy;
    - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
    - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
  - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
  - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
  2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

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**Additional Information:**

**Proposal Acceptance Period:** All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

**Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**Exceptions:** Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

**Application Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Austin FSD					
Physical Address	1111 W. 6th Street Austin TX 78703					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

# AUSTIN INDEPENDENT SCHOOL DISTRICT: VICTORY TUTORIAL

## EXECUTIVE SUMMARY

**1. Applicant:** Comprising some 230.3 square miles, Austin Independent School District (AISD) is the largest, most populous ISD serving children, youth, adult learners and families in Austin and Travis County. In 2013-2014, AISD serves 85,355 students in early childhood education, pre-kindergarten and kindergarten through 12<sup>th</sup> grade classes, as well as specialized programs. Many of its students have significant, persistent obstacles to becoming self-sufficient adults.

**2. How AISD will address primary self-sufficiency goal & life continuum categories:** AISD will address the City of Austin's primary *Goal b: Transition out of poverty in the life continuum categories of early childhood and youth, specifically those in Pre-Kindergarten and Kindergarten through 12<sup>th</sup> grade* with VICTORY TUTORIAL, which provides evidence-based, year-round academic tutoring and support services to these low-income residents and their parents in collaboration with the City of Austin Public Library.

**3: Other goals include c: Problem prevention and d: Universal Support Services.**

**4. Need:** Data provided by TEA in 2014 shows that of 86,233 students served by AISD in 2012-2013: 63% (N=54,313 children and youth) were "economically disadvantaged" with family incomes at or below 200% of poverty; 53.3% (N=45,968) were "at risk" of academic failure; 27.4% (N=23,650) were limited English proficient; and, 1.8% (N=1,718) had disciplinary placements for anti-social, disruptive behavior. Many students were members of two or more of these categories, increasing the likelihood they will not achieve or be able to sustain economic self-sufficiency as adults. The District serves some 5,500 four- and five-year-old children annually, many of whose parents require assistance in structuring home- and community- based experiences to promote their children's optimal early learning in pre-K and kindergarten classes and/or first grade readiness.

**5. Summary of strategies:** The delivery of VICTORY TUTORIAL in academic subjects to at-risk, low-income children and youth in Austin and the provision of academic support services to the parents of the City’s youngest low-income children are well aligned with the primary and secondary goals because these interventions comprise an integrated educational and social services approach demonstrated to prevent school failures, retentions in grade and dropping out of school prior to completing 12<sup>th</sup> grade and promote school readiness, self-reliance, improved workforce preparation and an increased likelihood of local children and youth attaining and maintaining economic independence and self-sufficiency. The delivery of targeted, evidence-supported services to low-income parents of children in pre-K and kindergarten – including linking them to resources of the City’s libraries and helping them enhance their children’s exposure to early literacy and numeracy experiences – is widely acknowledged as essential for preparing these youngsters for successful lifelong learning and economic self-sufficiency.<sup>1</sup> Linking low-income at-risk children and youth to qualified academic tutors and providing them with academically-oriented services during the summer is another proven method of preventing summer learning loss, raising their academic aspirations, improving their high school graduation rates and, longer-term, improving their college enrollment, job readiness and workforce prospects.

**6. Amount requested:** AISD requests an investment of \$400,000 from the City to support VICTORY TUTORIAL services for 620 children and youth annually.

**7. Compliance Statement:** Austin Independent School District will comply with all applicable rules and regulations of Federal, State and Local governing entities in implementing the VICTORY TUTORIAL program. The District will comply with all terms of the City of Austin 2014 *Request for Proposal: Self-Sufficiency Continuum for Social Services* as detailed in the Solicitation.

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<sup>1</sup> Shonkoff, J.P. & Phillips, D.A. (Eds.) 2000. *From neurons to neighborhoods: The science of early childhood development*. Washington, D.C. National Academies Press.

## AUSTIN INDEPENDENT SCHOOL DISTRICT – VICTORY TUTORIAL

### PART I – PROGRAM OVERVIEW AND STRATEGY

#### **A. Connection to the City of Austin’s Self-Sufficiency Goals & Life Continuum Categories**

**1. How AISD will meet Goal b for children and youth through VICTORY TUTORIAL:** Austin Independent School District (AISD) proposes to continue providing high-quality, evidence-based academic TUTORIAL services to at-risk, low-income children and youth to meet the **City of Austin Self-Sufficiency Goal b: Transition out of poverty**. Its TUTORIAL interventions improve children and youth’s academic performance; facilitate their promotions in grade each year from school entry through high school graduation; prepare and motivate them to transition to postsecondary training and/or the workforce after graduation; and, assist their parents in becoming more aware and supportive of their young children’s academic, social and enrichment needs and the community resources available to help them meet those needs.

VICTORY TUTORIAL will also help low-income Austin/Travis County children and youth meet Goal b by linking them and their parents and/or other significant adults in their lives to the literacy, reading and other enrichment and cultural programs and services available from the Austin Public Library system. In collaboration with Austin Public Library, VICTORY TUTORIAL will promote the development of participants’ autonomy, social skills, self-esteem, emotional control and motivation for academic success through evidence-based experiences that prevent summer learning loss, promote the acquisition of new academic and social skills, and strengthen their social networks, including their connections to supportive adults, including tutors and library staff.

#### **B. Target Population for the Goals**

**1. Target Populations:** The target population for VICTORY TUTORIAL is low-income

Austin/Travis County children and youth, 3- through 18-years-old, including children and youth enrolled in AISD and those enrolled in the City's other school districts, charter schools, private and parochial schools or homeschools. The District has significant experience in the delivery of these specialized educational services to this population: it has served Austin's low-income children and youth for nearly 135 years as the largest independent public school system in Central Texas. Established in 1881, AISD presently educates children and youth in more than 90% of the City of Austin, the City of Sunset Valley, the Village of San Leanna, and the unincorporated areas of Travis County (including Manchaca. It operates 123 schools including 80 elementary schools, 18 middle schools, and 16 high schools. The District's success as one of the region's top educational organizations is notable: The *2013 Trial Urban Snapshot Reports* from the *National Assessment of Educational Progress* found that AISD 4<sup>th</sup> and 8<sup>th</sup> graders continue to outperform their peers in the nation's large urban school districts on the "Nation's Report Card," ranking among the top students in math and reading -- while the District's English Language Learners outperformed their peers nationally. The District's parent engagement services are also longstanding, successful and strong. AISD is the premiere Austin-area provider of the academic TUTORIAL services it proposes to deliver to low-income City of Austin/Travis County residents, in and in collaboration with Austin Public Library.

**2. *Need for proposed services.*** Austin/Travis County children and youth at all grade and ability levels have a significant need for personalized and customized academic support services that address the current, specific learning difficulties they experience in their classrooms. Youth and children in families with adequate incomes can purchase TUTORIAL and other academic support resources on the open market when they are academically struggling or failing, and many do. But children and youth in low-income families have limited or no ability to buy the

TUTORIAL services they need to master course content, practice and strengthen new academic skills, develop their intellectual potentials, prevent summer learning loss and ultimately attain the highest levels of self-sufficiency they are capable of. Their inability to access the academic help available to their more affluent peers after or before school or in the summer months disadvantages them in their classrooms, squelches their college-going aspirations, dampens their enthusiasm for tackling their academic deficiencies, crushes their self-esteem and the confidence required to tackle new learning tasks, reduces their employment options and reduces the likelihood that they will be as economically successful as they are capable of being. VICTORY TUTORIAL is designed as the community's highest quality, most accessible and most dependable academic TUTORIAL resource for the Austin-area's low-income children and youth. It delivers an essential resource many of them require to be successful learners, high school graduates and self-sufficient adults.

**2. Data demonstrating the need.** Texas Education Agency data shows that of the more than 83,000 children and youth enrolled in AISD in 2012-2013: 63% (n=54,313) were "economically disadvantaged," with family incomes at or below 200% of poverty; 53.3% (N=45,968) were "at risk" of academic failure; 27.4% (N=23,650) were limited English proficient; and, 1.8% (N=1,718) had disciplinary placements. No other organization or institution in Travis County serves as many low-income children, youth and families as AISD, and no other local organization is more aware of the problems these youngsters must surmount to become and remain academically successful. Several other local ISDs, private and charter schools have rates of economic and academic disadvantage that are just as high. Children and youth who have more than one of these characteristics are at the highest risk of neither achieving nor sustaining economic self-sufficiency in adulthood. They are most often the children and youth "left behind"

in the Central Texas economy, which is increasingly driven by the acquisition and capable use of academic knowledge and skills.

Data from Austin/Travis County shows that students who do not perform well academically are at very high risk of dropping out before they complete 12<sup>th</sup> grade and earn a high school diploma. The promotion of academic success and the prevention of dropping out are the key “victories” VICTORY TUTORIAL focuses on achieving with its interventions. High school incompleteness remains a very significant problem throughout Travis County. Its deleterious effects are lifelong and economically substantial.

According to the U.S. Bureau of the Census’ 2012 *American Community Survey*<sup>2</sup>, more than 47,000 adults 25 years old and older in Travis County have less than a 9<sup>th</sup> grade education; nearly 47,000 others completed 9<sup>th</sup> through 12<sup>th</sup> grade, but did not earn a high school diploma. There are thousands of other persons in the county between the ages of 19 and 24 with similarly dismal educational histories.

A significant proportion of these more than 100,000 dropouts are unable to earn a living wage<sup>3</sup> in Central Texas because they do not have this basic educational credential or the academic skills it represents. According to the Living Wage Project at MIT, the living wage for a single adult in Travis County in 2013 was \$9.73 per hour; for two adults, \$14.88 per hour; one

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<sup>2</sup> Travis County Health and Human Services & Veteran Services, Research and Planning Division. 2012. *Travis County snapshot from the American Community Survey 2012*. Austin: TCHHSVS. [http://www.co.travis.tx.us/health\\_human\\_services/pdfs/ACS2012.pdf](http://www.co.travis.tx.us/health_human_services/pdfs/ACS2012.pdf).

<sup>3</sup> A “living wage” is the hourly rate an individual must earn to support her or his family (i.e., attain economic self sufficiency) if they are the sole provider and work full-time.

adult, one child, \$19.56 per hour; and one adult, two children \$29.44 per hour.<sup>4</sup> Without a high school diploma or equivalent credential, wages above this minimum level are rarely achieved in Travis County and self-sufficiency for minimum wage earners is always out of reach. VICTORY TUTORIAL helps Austin-area residents do better in school, graduate from 12<sup>th</sup> grade, transition to additional educational and training experiences; and become workforce ready. It helps them obtain and keep better-paying jobs than their peers who are for dropouts.

**3. Strategy to serve clients with a criminal history.** Potential VICTORY TUTORIAL participants are not screened into or out of TUTORIAL services based on their history of juvenile or adult criminal behavior, including convictions, adjudications, incarcerations or other criminal justice history.

**4. How client eligibility requirements will be documented.** AISD currently collects all required data from VICTORY TUTORIAL participants, and it will continue to do so. The District has policies and protocols in place to verify and protect this data, precisely meeting all requirements outlined in Section 0620 of Solicitation EAD0116. During the recruitment, referral and enrollment process that culminates in entry into the VICTORY TUTORIAL program, AISD verifies potential participants' and new enrollees' residential and income status. Only eligible students with family incomes at or below 200% FPL will be enrolled in the VICTORY TUTORIAL programming supported by City funds. The District will request an exception to use the federal Free and/or Reduced Meal Application for determining financial eligibility for AISD and other ISDs' students.

**5. How AISD will ensure required NCLAS standards are in place.** AISD has significant experience serving diverse, linguistically and culturally distinct populations. In 2013-14, its

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<sup>4</sup> A. Glasmeier. 2014. *Poverty in America: Living wage calculation for Travis County, Texas*. Cambridge, MA: Massachusetts Institute of Technology. <http://livingwage.mit.edu/counties/48453>.

students are communicating in some 100 languages and dialects, and the District provides instruction in seven languages other than English, including Spanish, Chinese, Japanese, Vietnamese and ASL.

In continuing VICTORY TUTORIAL, AISD will promote the equitable participation of, and access to all programming and opportunities for diverse low-income individuals with disabilities and their families, and all other eligible residents. All activities, programs and services will be delivered in a manner accessible to all participants, including potential beneficiaries with a need for physical or other accommodations. Where necessary to promote participation and remove barriers to participation, involvement or maximum benefit, and all necessary accommodations and adaptations will be made, including implementation of the four required NCLAS Standards.

AISD and its project partners will not discriminate in any VICTORY activity, program, or service on the basis of age, color, religion, creed, language, disability, marital status, veteran status, socio-economic status, national origin, race, or gender. The District will provide all reasonable and appropriate accommodations needed to meet the assessment, academic preparation, service delivery and evaluation needs of the diverse target populations. The specific steps AISD takes to ensure equitable access and culturally and linguistically appropriate service delivery include, but are not limited to: creating and publishing all VT announcements, materials and evaluation documents in languages other than English, based on languages understood by target populations; conducting outreach recruitment efforts in languages spoken or read by potential participants and/or their parents to encourage involvement by children, youth and adults otherwise not likely to participate, including printing or broadcasting all notices in multiple languages and formats and using media with penetration into all culturally and linguistically diverse local populations; making all program materials available for individuals with physical,

social or behavioral limitations in media with which they are familiar and with which they feel most comfortable (including Braille, sign language, and diverse other languages); ensuring physical access to all project sites and program offerings that fully meets all requirements of the ADA; recruiting, selecting and training project staff and volunteers from among diverse populations; providing project staff with training in delivering equitable and fair programs that are culturally sensitive and competent; and ensuring that all assessment and evaluation measures and methodologies are culture-fair and administered in ways that do not advantage or disadvantage any individual, family, partner, collaborator or stakeholder group over another. Linguistically and culturally recruitment activities will increase the likelihood that culturally and linguistically diverse low-income children, youth and adults (including seniors and persons with disabilities), all potential employers of culturally and linguistically diverse individuals, and all other diverse individuals and groups with significant resources to contribute to the academic and economic advancement of culturally and linguistically diverse individuals in Austin have an opportunity to participate in and/or contribute to VICTORY TUTORIAL's success. VICTORY TUTORIAL partners with the City of Austin Library to deliver services; like AISD, the Library has a long record of delivering culturally and linguistically competent service to diverse individuals and families.

AISD provides training that helps all VICTORY TUTORIAL personnel develop, improve and maintain their linguistic and cultural competencies in serving diverse individuals and families. It is committed to delivering services in ways that are culturally and linguistically appropriate for and inclusive of the diverse perspectives, diverse abilities and diverse personal, social and economic characteristics of the children, youth, adults and families expected to benefit

throughout its funding, and in future programs and projects built on its record contributing to the successful transition of its participants to self-sufficiency.

### **C. Program Strategy to Accomplish the Goals**

**1. Program strategies.** VICTORY TUTORIAL provides low-income, at-risk children and youth who reside in Austin with regularly scheduled, supervised opportunities to participate in structured academic TUTORIAL experiences that improve the knowledge and skills they require to achieve academic success, enhance their personal competencies and capabilities, graduate from high school, transition to postgraduate education or other training, secure meaningful employment that pays a living wage, and attain and maintain economic self-sufficiency as adults. Sessions are conducted in COA Library branches in low-income neighborhoods.

Eligible students are referred to and enroll in VICTORY TUTORIAL, where they are scheduled for regular sessions with a tutor focused on resolving the academic problems they are experiencing in their classrooms. In addition, the program engages the parents of infants and preschoolers who accompany school-age child/children or youth to VICTORY TUTORIAL, delivering early literacy experiences that help these adults become their child's first teacher and literacy coach. With a strong (and lengthy) association as a partner of the COA Library, VICTORY TUTORIAL has become a trusted source of early literacy training and academic tutoring for individuals across the life span.

**2. The evidence base of VICTORY TUTORIAL.** A significant amount of robust, recent research shows that structured, regular tutoring builds children's and youths' talents and scholastic efficacy<sup>5</sup> and supports the development of more positive social skills through relationships with

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<sup>5</sup> Foster-Richardson, D. 2010. Academic tutoring in elementary, middle school and high school: A meta-analysis of its efficiency and effectiveness. *Journal of Academic Interventions*, 22, 349-356.

peer and /or adult tutors<sup>6</sup>. An analysis of 33 studies completed in 2010 found that students tutored on a regular basis exhibited higher levels of school bonding and behavioral adjustment, and achieved higher grades, rates of promotion and standardized test scores than students who needed academic assistance and did not receive it.<sup>7</sup> This growing body of evidence also shows regular access to a trained tutor can help academically struggling children and adolescents negotiate crucial personal developmental tasks, including time management, development of effective study habits and an improved ability to organize their academic materials and assignments to complete school work accurately and in a timely fashion.<sup>8</sup>

According to this research, VICTORY TUTORIAL helps promote the City of Austin's interest in enhancing personal development and enriching the community by creating and sustaining positive *motivational environments* for children and youth.<sup>9</sup> These environments are essential developmental contexts that promote child and youth aspirations, academic achievement and beneficial community and civic involvement. More than a 100 studies now show academic support programs like VICTORY TUTORIAL stimulate enthusiasm for learning, affecting participants' grades, attendance and on-time behavior, and improving their homework and other assignment completion, culminating in better grades and overall academic progress.

Furthermore, youngsters who receive regular individualized tutoring report higher levels of involvement, enjoyment, intrinsic motivation, and initiative in learning tasks than do participants

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<sup>6</sup> Barber, B. L., Stone, M. R., Junt, J. E., & Eccles, J. S. (2005). Benefits of activity participation: The roles of identity affirmation and peer group norm sharing. In J. L. Mahoney, R. W. Larson, & J. S. Eccles (Eds.), *Extracurricular activities, after-school and community programs* (pp. 185–210). Mahwah, NJ: Erlbaum.

<sup>7</sup> Davidson, R.T. 2009. *The Impacts of TUTORIAL*. Collaborative for Academic, Social, and Emotional Learning (CASEL).

<sup>8</sup> Mahoney, J. L., Larson, R. W. & Eccles, J. S. 2005. *Organized activities as contexts of development*. Mahwah, NJ: Erlbaum.

<sup>9</sup> Shernoff, D. & Vandall, D.L. 2009. Youth engagement and quality of experience in afterschool programs. *Afterschool Matters*. The Robert Towne Foundation and the National Center for Out-of-School Time. [http://www.roberttownefoundation.org/pdf\\_files/occasional\\_paper\\_09.pdf](http://www.roberttownefoundation.org/pdf_files/occasional_paper_09.pdf).

in many other extracurricular activities.<sup>10</sup> The broader youth development literature affirms that the specific competencies, interests, strengths, and friendships that develop in adult-child/youth tutoring sessions, such as those delivered by VICTORY TUTORIAL, provide low-income, at-risk students with a foundation that affirms their emerging identities as contributing members of the community and encourages them to engage in socially acceptable pursuits that improve their schools, neighborhoods and the community as a whole.<sup>11</sup> Children and youth who receive regular, scheduled academic assistance are also better able to recognize their need for assistance in learning situations and prioritize their learning needs over time,<sup>12</sup> both skills that will continue to be useful in postsecondary education, job training programs and in their future employment. Indeed, evidence from a longitudinal study of Los Angeles County’s tutoring program for at-risk youth confirmed such services are necessary for many youngsters to achieve emancipation. The “soft” academic skills children and youth develop through regular participation in VICTORY TUTORIAL afford them a basis for the skills they need as adults entering the Austin workforce. **Logic Model: The VICTORY TUTORIAL Logic Model is Figure 1 on the following page.**

**3. Alignment of Program strategies with Goals in Scope of Work: Principal Objectives & Goals.** Figure 2 on Page 12 illustrates how the strategies of VICTORY TUTORIAL align with the City of Austin’s Scope of Work: Principal Objectives and Goals, specifically Goal b.

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<sup>10</sup> Fuchs, D., Fuchs, L.S., Mathes, P.G., & Martinez, E.A. (2002). Preliminary evidence on the social standing of students with learning disabilities in PALS and No-PALS classrooms. *Learning Disabilities Research and Practice*, 17(4), 205-215.

<sup>11</sup> Barber, B. L., Stone, M. R., Junt, J. E., & Eccles, J. S. 2005. Benefits of activity participation: The roles of identity affirmation and peer group norm sharing. In J. L. Mahoney, R. W. Larson, & J. S. Eccles (Eds.), *Extracurricular activities, after-school and community programs* (pp. 185–210). Mahwah, NJ: Erlbaum; McIntosh, H., Metz, E., & Youniss, J. 2005. Community service and identity formation in adolescents. In J. L. Mahoney, R. W. Larson, & J. S. Eccles (Eds.), *Organized activities as contexts of development: Extracurricular activities, after-school and community programs* (pp. 331–351). Mahwah, NJ: Erlbaum.

<sup>12</sup> Courtney, ME & Zielwski, EH. 2008. *Evaluation of the Early Start to Emancipation Program*. Los Angeles County, CA. [http://www.acf.hhs.gov/sites/default/files/opre/eval\\_estep.pdf](http://www.acf.hhs.gov/sites/default/files/opre/eval_estep.pdf).



**Figure 2: Alignment of VICTORY TUTORIAL with City of Austin Goals**

<b>VICTORY TUTORIAL PROGRAM STRATEGIES</b>	<b>CITY OF AUSTIN GOALS</b>
<p><b>Early Childhood Education (ECE)</b></p> <p><b>For Young Children &amp; Their Parents</b></p>	<p><b>Early Childhood Ready Services</b> Affordable, accessible early education services are available for children 3-5 years old</p> <p><b>Ready Children</b> Experiences that result in children 3-5 years old being happy, healthy and prepared for school success</p>
<p><b>VICTORY TUTORIAL Programming For Low-Income Children and Youth</b></p>	<p><b>Youth Children, youth and young adults</b> Activities that help youth: and physically safe; respect diversity and demonstrate empathy and pro-social behaviors; engage in community, school and extracurricular activities; become aware of, demonstrate and appreciate behaviors of personal and social responsibility; have good mental health and are emotionally resilient; are academically successful; have awareness of and positive attitudes about adult careers; graduate from high school career-ready and prepared for a life of learning; successfully complete postsecondary education or training; and, become productive and well-equipped to reach financial self-sufficiency</p>

**4. Correspondence with Imagine Austin.** There is a very high degree of correspondence between Imagine Austin’s core missions and VICTORY TUTORIAL’s long term outcomes, but this correspondence is particularly high between the program and Imagine Austin’s core missions *Austin is educated* and *Austin in Prosperous*. The District’s longstanding expertise in designing and delivering educational TUTORIAL that makes a difference in participants’ academic trajectories is well-established and locally recognized. The educational foundation these TUTORIAL services provide to low-income local youngsters (including low-income parents of very young children not yet in school) is instrumental to their ultimate academic achievement and attainment of financial prosperity.

**5. Barriers and challenges the target populations may encounter and how these will be mitigated.** Low-income children and youth and their parents (particularly those who are caring

for children younger than three) experience many barriers to accessing academic supports and other resources to promote their school achievements outside of the school day and in the summer. These include lack of transportation, cost of programs, access to resources to meet their basic needs and supports to sustain their participation. In addition, low-income parents may not understand the need for tutoring, and children/youth may experience difficulties meeting the expectations of athletic participation, other extracurricular activities or responsibilities for the care of other family members before and after school, or during the summer. Older children and adolescents also frequently encounter peer pressure to participate in activities other than tutoring when school is out, including antisocial activities or delinquent acts.

VICTORY TUTORIAL addresses these barriers and challenges by providing: a) services in local public library branches in children's and youths' neighborhoods; b) free programming; c) technology resources participants may lack, such as laptops, iPads and android devices; d) proactive outreach to parents to inform them of value and address parental concerns; e) linguistically and culturally competent communications to about program activities, including those family members can participate in; f) campus-based academic supports, including homework help, tutoring, access to computers, school libraries and other tools to help children and youth complete academic assignments during OST; g) access to and training in the use of library resources they may not have at home, including dictionaries, encyclopedias and periodicals; and, h) staff and volunteer training to ensure a child's or youth's TUTORIAL sessions are in alignment with activities used during the school day to provide instruction in the skill or knowledge components that she/he is struggling to master.

***6. How strategies successfully reach across the life continuum & how collaborations maximize service delivery*** The tutoring and other academic supports proposed for delivery to children and

youth at risk of school failure by VICTORY TUTORIAL also reach adults in these youngster's families and connect them to broader resources in the local community, from which they can receive assistance and participate in the full life of the community, including voting opportunities, and computers and technology resources to identify and access other help they need with meeting their health, mental health, social service and basic needs. The program serves the parents of children birth through age three, as well as children three through six in pre-kindergarten, kindergarten, and first through fifth grade, middle school and high school students. VICTORY TUTORIAL's ability to reach across these Life Continuum categories and engage and serve children, youth and their families allows this program to successfully maximize the academic support resources available through AISD, the City of Austin branch libraries and Austin Free Net, which provides the technology devices that support the program's individualized tutoring activities.

***7. Barriers and challenges AISD may encounter and how it will overcome them.*** AISD anticipates few or no barriers or challenges in implementing VICTORY TUTORIAL because the program is already well-established, well-known by struggling low-income students as a useful resource to improve their academic performance, and well-regarded by teachers, parents, the District's elementary and secondary students, and local agencies and organizations.

As it has for many years, in 2014 through 2017, AISD will continue to deliver high quality, evidence-based tutoring services incorporating recognized and emerging research in this field as a means of ensuring ongoing program success. The District is skilled in implementing strategies that address potential barriers to service access and delivery, including using evidence-based service designs, diversified and context-specific student support practices, effective staff training and supervision, and comprehensive child and youth and parent assessment techniques. The

District proposes to overcome the known barriers to effective engagement, instruction and assessment by implementing a structured approach cognizant of and geared to identifying and meeting the specific academic needs of low-income participants. This approach incorporates a range of individualized, one-on-one tutoring experiences that help individuals with diverse and divergent learning styles and interests, physical and mental ability levels, and personal, academic recreational and social needs engage in experiences that help them succeed in their school classes, pass required tests, earn promotion to the next grade each year, and generally improve their mastery of the knowledge and skills that will prepare them for their future workforce and civic participation throughout their lives. Ongoing, in-depth staff development is used as strategy to address barriers to serving these target populations, including developing methods to improve their persistence, regular participation in and successful completion of tutoring sessions designed to meet their academic promotion needs.

*8. Subcontractor partnerships funded and informal relationships with service providers not funded; how these are necessary and/or appropriate.* AISD has a longstanding formal partnership with the City of Austin's Public Libraries to deliver VICTORY TUTORIAL programming in seven branch libraries in some of the City's lowest-income neighborhoods. The City has funded the provision and assessment of VICTORY TUTORIAL for many years. VICTORY TUTORIAL also has informal agreements with nearly all local colleges and universities and their departments or colleges of education, human services and social work to provide tutors for the program. Students in the institutions of higher education volunteer as tutors for a semester or an academic year as a part of their coursework in these disciplines; others volunteer for a semester or an academic year to satisfy community service requirements for the institutions or degree plans. Others are recruited from businesses that

partner with AISD to promote student achievement and workforce preparation; some from the ranks of the retired, including former college faculty, public school personnel, and business persons.

**9. Program activities.** VICTORY TUTORIAL identifies and recruits academically struggling, low-income children and youth in Austin and individuals qualified to tutor them in the subjects in which they are not academically successful; matches tutors and struggling students; trains tutors and supervises their delivery of tutoring services in City of Austin Public Library branches; assesses participating students' academic progress; encourages the engagement of low income parents with very young children in their child's school readiness preparation; and reports all service outputs and student outcomes to the City of Austin.

#### **D. Performance Measures – Impact on Goals**

*How AISD will calculate the required and proposed outputs and outcomes.*

- VICTORY Tutorial Program Staff will collect and maintain student information in a database.
- Student data will be turned in to AISD department of Program Evaluation to determine if student progressed to the next academic grade level.
- For students who do not attend AISD, an information request will be submitted with all required documentation in order to obtain promotion data annually.

#### **E. Service Coordination**

**1. How AISD coordinates VICTORY TUTORIAL SERVICES.** VICTORY TUTORIAL is one of the longstanding programs of AISD's Department of School, Family & Community, under the direction of Dr. Gloria Williams. The Department provides the leadership and coordination for all student educational support services delivered by the District. Day-to-day coordination of tutoring services is provided by the following VICTORY TUTORIAL staff:

- *1 director*
- *3 Full time staff who supervise the seven sites*
- *7-10 Program Specialists who are assigned to a specific library site*
- *Over 300 volunteer tutors who provide tutoring to students*

Program services are coordinated across and within seven COA Library locations throughout the Austin area, comprising the Ruiz, Cepeda, Southeast, Little Walnut, Carver, University Hills and Twin Oaks branch libraries. Program- and site-based program coordination includes providing oversight to and alignment of these activities, annually:

- student applications are reviewed to determine academic areas of tutoring need;
- volunteer applications are reviewed to find a match for each child's academic needs;
- parents and tutors are contacted to confirm each child's and youth's schedule;
- students' academic records are reviewed and an individualized tutoring plan is developed
- flyers offering services are posted in each participating library branch; and
- the VICTORY TUTORIAL Program Coordinator and Site Coordinators visit school sites and meet with school personnel (teachers and counselors familiar with student's academic performance) to recruit program participants

*2. How AISD coordinates with other agencies.* AISD has a longstanding partnership with the City of Austin's Public Library to deliver VICTORY TUTORIAL programming in seven branch libraries in some of the City's lowest-income neighborhoods. The City has invested in VICTORY TUTORIAL for years. In addition, the program coordinates its services with Austin Free Net to provide iPads and android devices to students for their use during TUTORIAL sessions. A support letter is attached.

*3. Applicable VICTORY TUTORIAL MOUs.* VICTORY TUTORIAL currently has an MOU with Austin Free Net to provide 14 tablet devices for student use. The current MOU is attached.

*4. How clients will be connected to mainstream resources/public benefits and other City-funded services to maximize self-sufficiency.* VICTORY TUTORIAL often involves exposing low-income children and adults to cultural and social resources and opportunities they otherwise would not be aware of, including world literature, music, art and other forms of content available from the public library branches that enrich their funds of experience and promote their personal development. VICTORY TUTORIAL plays a major role in bringing these individuals into the mainstream of community life by exposing them to all of the resources that the public library has to offer. VICTORY staff is essential in assisting parents to obtain a library card, sign up for ESL classes, and informs them about the different activities for children and adults that are happening at the library: it is an affirmative approach to ensuring that no low-income children or low-income families are left behind in the City of Austin.

*5. Additional services, not included in this application, provided to the target population and how members of the population will access them initially and over time.* AISD serves the largest proportion of low-income children and youth in academic year and summer classes of all types. These resources are available free to all residents of the District, based on their address. No local ISD serves more low-income children and youth annually than AISD.

#### **F. Community Planning Activities**

*1. AISD's involvement in community planning for the provision of TUTORIAL.* In collaboration with community-based organizations at low-income schools, a needs-assessment team gathers input and feedback regarding community need and neighborhood services from youth, parents, social service providers, AISD personnel, and community members. AISD plays

an active role in conveying the results of its needs assessments to community-wide planning bodies that coordinate the planning, implementation and funding of academic activities outside the school day, including OST services, these include CAN,

*2. AISD's involvement in other community planning activities.* The District participates in and supports Success by 6, Ready by 21, the Travis County Afterschool Network, the local CAN partnership, the Austin/Travis County Chamber of Commerce and many other local community education, youth services and workforce planning organizations and collaborations.

### **G. Overall Evaluation Factors Regarding AISD**

*1. AISD's experience in last five years managing local, state and/or federal contracts.* AISD has extensive experience managing local, state and/or federal contracts. Its fully-staffed Office of Accountability coordinates data management for local, state and federal grants, assessments, evaluation, accountability and data reporting.

The most recent City of Austin monitoring reports for VICTORY TUTORIAL are attached.

*2. Experience in the last five years working with the target population.* AISD has educated and served low-income, academically challenged children and youth and their parents for more than 130 years. It has provided tutoring services for these target populations for more than two decades, most of these years, in collaboration with the City of Austin Library.

*3. Experience in the last five years providing identical services to those proposed.* AISD had been delivering services identical to those proposed for more than 25 years. It has provided effective, evidence-based academic tutoring sessions to more than 600 children and youth annually during its current contract with the City of Austin. According to quarterly performance reports, VICTORY TUTORIAL has met or exceeded performance goals. In addition, VICTORY provides over 300 tutors the opportunity to give back to their community.

## **H. Data Management & Program Evaluation**

As the fifth largest independent school district in Texas, AISD has extensive experience managing data for its more than 83,000 students and more than 11,300 staff members, including 7,350 professional teachers, annually. The District's Office of Accountability coordinates all functional data management areas related to state and federal grants, assessment, evaluation, accountability and data reporting. The purposes of this Office are to:

1. help all students to participate fully and appropriately in assessment programs and maintain test security;
2. complete all state/federal data reporting on time, accurately, and with the support of appropriate systems of checks-and-balances for maximum data integrity and utility
3. disseminate information about funding opportunities as well as state/federal results and program effectiveness on time and accurately to support improvement plans and their implementation
4. support campuses and other central office departments navigate compliance with multiple accountability mechanisms and any sanctions that are applied as a result of those accountability mechanisms; and,
5. collect and use data to support and monitor district initiatives, ensure compliance with legal requirements regarding privacy of student and staff data and information, and facilitate internal/external research that supports district priorities.
6. The District collects, maintains, analyzes and reports all student-level data required by federal and state educational law; as well as considerable data required for reporting its performance on state and federal grants and contracts. The data it collects includes student and personnel demographic data, student academic performance data, and

campus, and district level performance data.

In addition, when the COA implemented CDK, its new data management system, District staff, especially those in the Department of School, Family and Community Education were trained in its use and have been reporting as directed since its inception.

AISD will provide VICTORY TUTORIAL with a data system to collect student and tutor information. The District is confident it has the technological capability, accountability systems and personnel in place to meet all City of Austin data collection, management and analysis expectations for the proposed VICTORY TUTORIAL Program.

For students not attending AISD schools, VICTORY TUTORIAL has developed a process for collecting necessary information from neighboring school districts as well as charter schools to track service delivery outcomes and outputs and VICTORY TUTORIAL student and parent demographic information at a high level of reliability and validity.

***2. How AISD uses data for identifying problems, determining corrective actions and how AISD will ensure corrective actions are effective.*** The VICTORY TUTORIAL Program Manager monitors program data monthly to identify any problems in the implementation of the proposed strategies, service delivery glitches or budgetary expenditure issues. If problems surface, the Program Manager will meet with other District Personnel and Program staff to identify the source(s) of the problem and develop a corrective action plan and ongoing monitoring to achieve regular follow-up and ensure that the problem or issue has been satisfactorily resolved.

***3. Process to collect timely data from collaborations/cooperatives.*** VICTORY TUTORIAL has in place a well-established process for collecting the required information from AISD and other Austin-area districts as well as other local private and charter schools to track the program's

service delivery outcomes, outputs and student and parent demographic information at a high level of reliability and validity. For students who do not attend AISD, an information request is used to secure all required documentation for the City regarding demographic, participation and promotion data on individual participants.

## **I. Staffing Plan**

*1. Overall staffing plan, including leadership and reporting responsibilities, with justification for staffing.* VICTORY TUTORING staffing will include a director and four full time Site Coordinators positions. The director will be housed at the Henry Faulk Library Branch; site coordinators will be housed at one of the seven branch libraries offering tutoring.

The director will be responsible for the overall management of the program and all reporting to the City of Austin. The management of the program includes hiring and evaluation of staff, maintaining the budget, setting goals for each site, guiding the site directors in meeting goals, developing training for the tutors, developing and planning parent training, approving all payroll, and collect accurate data from the site directors for reporting to the city. Site directors will be responsible for multiple sites, including responsible for recruiting and pairing students and tutors, scheduling tutor sessions, maintaining contact with school staff and teachers about each student's needs and progress, maintaining all records for each site, creating lesson plans that meet student needs, training the tutors to use these plans, interviewing parents before enrolling students, maintaining background checks on all tutors, preparing payroll for any UT work study students. Part time hourly staff will be hired for the late afternoon and evening to supervise tutoring sessions. This staffing maximizes FTE supervision duties by allowing them to supervise multiple sites as part-time hourly staff

monitors each site directly. This saves the program a considerable amount of money because only FTE employees receive paid benefits.

*2. Section 0645 Program Staff Positions and Time form is attached, as required.*

*3. Position descriptions for key staff are attached, as required.*

## **II. PART II – COST EFFECTIVENESS**

### **A. Budget**

*1. A summary description.* VICTORY TUTORIAL requests \$400,000 to provide the services described in this proposal. Of this total, \$376,000 will be devoted to program salaries and benefits, with \$24,000 dedicated to operating expenses such as staff local travel, professional development, and tutoring supplies.

*2. Fundraising and administrative costs from Form 990 – N/A:* Texas ISDs are tax-exempt.

### **B. Cost per client**

*1. Average cost per City client served, including description of calculation method.* Per year, per participant cost is ~\$645. Calculated by dividing total cost by total participants.

*2. Average cost per client from all funding sources -- N/A*

*3. Average cost per client achieving each of the performance measures proposed, including description of calculation method.* Estimated total cost based on prior experience is ~\$941 per participant per year for participants that achieve all academic outcomes. Calculation method is estimated budget divided by number of students achieving promotion annually.

*4. Justification of cost as appropriate for proposed strategies.* VICTORY TUTORING costs \$645 per participant for one-on-one weekly tutoring for 620 children/youth from September to May, and summer programming for 60 students for 6 hours weekly. This is an hourly rate of \$18. There are no Austin resources delivering comparable opportunities and resources at an hourly

rate as low or lower.

**5. Return on investment/social impact from VICTORY TUTORIAL.** Recent research by Morningstar Foundation demonstrates that low-income students who are tutored are more than twice as likely to pass their core academic classes, and achieve a greater increase in standardized test scores than peers not receiving tutoring. Furthermore, the graduation rate for tutored students increases by 25%. Multiplying this ratio by the incremental value of a diploma (\$350,000) yielded an estimated ROI per tutored student of \$87,500 over their lifetimes.<sup>13</sup> The return to the community is estimated to be even greater: high school graduates not only earn more money, but are healthier and tend to have less participation in activities that incur high social costs, including criminal behavior and involvement in the justice system.

### **C. Funding Summary**

**1. Section 0655 Funding summary is attached.**

### **Part III – Local Business Presence**

AISD has been headquartered within Austin for 135 years. It is the largest ISD in the City. Each of its primary collaborators in VICTORY TUTORIAL – COA Public Library and Austin Free Net – are Austin originals; both have long been headquartered in the City of Austin.

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<sup>13</sup> Holman, T. March 5, 2010. *The case for tutoring: An economic perspective on the financial impact on society of educational attainment*. St. Paul, MN: Morning Foundation.

## Part IV – Bonus Evaluation Points

### A. Collaboration/Connection to Additional Self-Sufficiency Goals & Life Continuum

#### Categories (10 points)

1. *How proposed collaborative will work together to maximize service delivery to the target population AND meet other Self-Sufficiency Goals.* VICTORY TUTORIAL will work with a broad range of collaborators and partners to deliver rigorous and robust TUTORIAL services to children, youth and young children's parents that is connected not only *Goal b*, as described in the proposal, but also *Goal c: Problem prevention and Goal e: Enrichment.*

The delivery of structured, high-quality academic TUTORIAL by a caring, trained and well-supervised adult is an evidence-based, highly cost effective method of mitigating and preventing the further escalation or perseverance of academic and social problems in school-aged children and youth. Not only does TUTORIAL boost their academic success and provide them with academically stimulating experiences, it is also an effective means to prevent serious and potentially disastrous issues associated with dropping out, such as truancy, family mobility, youth homelessness, and child food insufficiency, as well as emerging anti-social behaviors.

Moreover, strong and dependable TUTORIAL services provide low-income children, youth and their parents a proven resource for school success, emotional growth, and broader social networks that stem from learning opportunities and new relationships with peers and VICTORY TUTORIAL staff that enrich their lives and enhance their self-esteem and community connections. In TUTORIAL sessions, many young participants are exposed to aspects of the arts, literature, music and cultural pursuits that expand their horizons and promote their understanding of the local community and the world as a whole. This cultural exposure is often quantitatively and qualitatively beyond what an individual child or youth experiences in her or his classroom setting, in part because

her or his tutor has the responsibility of personalizing the learning experience to include customized enrichment opportunities; and in part, because TUTORIAL is individualized, which affords children with divergent learning styles more opportunities to connect with and master unfamiliar content, including enriching materials and experiences.

VICTORY TUTORIAL works with branch library staff to put reading materials into children's and youth's hands, and promote their use and enjoyment of all of the resources of this City of Austin community resource, including storytimes, summer reading programs, use of entertainment and cultural media, and use of Internet connectivity, which they may lack in their homes. In combination with these Library resources, VICTORY TUTORIAL broadens and deepens children's and youth's knowledge of other cultures and opportunities for self-expression that are the essence of personal enrichment at these development levels.

**B. Leveraging (5 points)**

The City of Austin's investment in VICTORY TUTORIAL leverages extensive funding for this program from AISD, including funds for office space and utilities to house program staff; funding for communication and technology supports for VICTORY TUTORIAL staff; funds for professional training and supervision of VICTORY TUTORIAL staff and its volunteer tutors; and extensive programming space for VICTORY TUTORIAL on the Baker School campus. Funding for these essential elements are provided to VICTORY TUTORIAL by AISD *contingent on* the receipt of the funding detailed in the VICTORY TUTORIAL budget from the City.

Without the City's financial investment, the VICTORY TUTORIAL program would disappear and these leveraged resources of the District would not be directed toward the support of VICTORY TUTORIAL programs in City of Austin Library locations in low-income neighborhoods, as described in this proposal. Funding from the City of Austin is instrumental in leveraging AISD funds

for VICTORY TUTORIAL's continued operation to benefit low-income Travis County children, youth and their parents raising infants and very young children.

### **C. Healthy Service Environment (10)**

**1. Tobacco-free campuses-** The use of tobacco products of any kind is prohibited on any campus, building or facility of AISD, as well as at any occasion or event sponsored or supported by AISD in any other location. No smoking is allowed by staff, volunteers or Victory TUTORIAL participants in the City of Austin Public Libraries.

**3. Employee Wellness Initiative** – The District implements a range of employee wellness programs, events and initiatives under its E-Wellness: Enroll, Engage, Empower program. The E-Wellness mission is to educate and provide resources and supports to AISD personnel, enabling them to live healthier lifestyles. Components of this broad initiative include Mental Health & Well-Being, Diet & Nutrition, Exercise & Being Active, and Coping with Illness and Disease.

E-Wellness is aligned with the AISD Employee Assistance Program and includes campus-based wellness programs, regular wellness communications, connections to wellness vendors, Wellness Committee participation opportunities, a Wellness Calendar of Events, discounts and offers on wellness products and services, and other wellness resources and tools.

**4. Violence Prevention Policy** – Section 39.053 of the Texas Education Code requires AISD to have a comprehensive violence prevention policy. The District complies fully with Section 39.053 requirements, including having policies to prevent campus- and district-wide incidents of violence perpetrated by children, youth or adults. These policies include the establishment and enforcement of policies on student discipline, student conduct, administrative discipline procedures, maintenance of a discipline database (reported to TEA annually and publically available via PIEMS), AISD Campus and District Safety Plans, Guidelines of campus IMPACT teams; AISD Board Policy and Procedures

for Harassment, Sexual Harassment and Bullying, and Student Regulations. The District also regularly and routinely provides campus-based training in violence prevention for staff, has in place tactical emergency operating plans to respond to incidents and threats of violence, and school evacuation and lockdown policies to address such threats and incidents.

The District also implements and provides staff training in several violence prevention curricula for staff and students, including *Bully Proofing Your Schools*, *Quit It* and *No Place for Hate*.

#### **ADDITIONAL INFORMATION**

##### **Authorized Negotiator**

*Name: Dr. Gloria L Williams*

*Address: 3908 Avenue B, Austin, TX 78751*

*Telephone number: 512-414-0112*

**AUSTIN INDEPENDENT SCHOOL DISTRICT**  
**JOB DESCRIPTION**  
**JOB TITLE: SCHOOL, FAMILY AND COMMUNITY EDUCATION PROGRAM**  
**COORDINATOR**

Pay Grade: A3  
Job Code: 1750

FLSA Status: Exempt  
Revised: 08/21/07

**MINIMUM QUALIFICATIONS:**

This position requires a four-year college degree in education, or a related field, with a minimum of three (3) years of related experience.

**SKILL REQUIREMENTS:**

This position requires knowledge of after-school, ABE/ESL, PEP, Virtual School and Tutorial programs, budgets, program evaluation and community resources.

**JOB PURPOSE AND RESPONSIBILITY:**

Incumbent is primarily responsible for overseeing all aspects of major academic curricula or program area for the District. Incumbent is responsible for the supervision of the staff and teachers, within specified area. Incumbent coordinates departmental programs through leadership in planning, directing, supervising, and evaluating.

**ESSENTIAL FUNCTIONS:**

- Develop and participate in partnerships with community organizations and other service providers.
- Assess school and community needs and develop classes and activities to meet those needs.
- Provide fiscal accountability for program grants and department budget.
- Review recommendations for department vacancies; monitor program data/assurances as required for grant reporting.
- Review and approve staff authorizations for Community Education Temporary/Hourly employees.
- Review and approve program expenditures.
- Perform administrative duties including oversight of and preparation of necessary reports, processing of payroll, preparation of financial information, accounting for tuition receipts, tracking attendance, inputting data into computer system for record keeping purposes, ordering supplies, etc.
- Serve as assistant to Director of department.

**AUSTIN INDEPENDENT SCHOOL DISTRICT**  
**JOB DESCRIPTION**  
**JOB TITLE: SCHOOL, FAMILY AND COMMUNITY EDUCATION PROGRAM**  
**COORDINATOR**

Pay Grade: A3  
Job Code: 1750

FLSA Status: Exempt  
Revised: 08/21/07

- Supervise Accounting Technicians and Management Assistant.
- Interact with instructors, program leaders, principals, and District administrators to coordinate programs and communicate information regarding programs, problems, concerns, events, etc.
- Oversee and participate in planning, implementing, and evaluating department programs.
- Establish basic responsibilities among program staff for organized workflow and problem solving, adjusting as necessary. Convene work groups for special projects and events as needed.
- Participate in development of annual budget for presentation and justification to assistant superintendent, superintendent, and Board.
- Provide instruction in form of policy and regulations interpretation, technical assistance, etc. to staff through discussion and written memoranda.
- Establish standards of quality and guidelines for program development in an effort to standardize. Establish overall operating standards not established through District, State, or Federal policies and regulations.
- Oversee and participate in program development, including fund development, grant writing and developing collaborative partnerships.
- Provide feedback on program quality and monitor for accomplishment of goals and objectives.
- Continually review development of and improvement to programs performed by staff. Monitor expenditures to ensure that they are in conformity with annual budget.
- Determine training needs and establish or arrange for professional development programs, including seminars, workshops, conferences, etc. Provide personal guidance on curricula and programs development through group and individual meetings. Consult with other coordinators on professional development matters.
- Provide counseling to staff on professional development matters. Oversee and assist in the development of methods for resolving problems.
- Continually review work and evaluate curriculum, program staff, and teachers. Provide formal and informal feedback regarding strengths and weaknesses.

**AUSTIN INDEPENDENT SCHOOL DISTRICT  
JOB DESCRIPTION  
JOB TITLE: SCHOOL, FAMILY AND COMMUNITY EDUCATION PROGRAM  
COORDINATOR**

Pay Grade: A3  
Job Code: 1750

FLSA Status: Exempt  
Revised: 08/21/07

- Assist in interview process and make decisions regarding selection of other coordinators, teachers, and staff.

**OTHER DUTIES AS ASSIGNED:**

Perform other related duties as assigned; however, all employees are expected to comply with lawful directives in rare situations driven by need where a team effort is required.

**PHYSICAL EFFORT AND WORK ENVIRONMENT:**

Typically work is performed in a general office environment, but extensive travel may be required. This position may involve rare exposure to blood or body fluids. Regular attendance is required for this position.

**PERSONAL WORK RELATIONSHIPS:**

This position reports directly to the Director of the department of School, Family and Community Education. Incumbent works relatively autonomously, but direction is provided at Program Leader meetings and on an individual basis as needed. Reports, problems and projects are referred to the department Director for review. Incumbent will have contacts with other AISD employees, and children and/or adults in the public.

# **AUSTIN INDEPENDENT SCHOOL DISTRICT**

## *Job Description*

### **PROJECT SPECIALIST II**

Pay Grade: P06

FLSA Status: Exempt

Job Code: 2025

Revised: 07/03/2002

#### **MINIMUM QUALIFICATIONS:**

Education: Bachelor's Degree in education, social sciences, human resources, public administration or related field from an accredited college or university. A Masters Degree is preferred.

Experience: Three (3) years of related experience.

#### **SKILL REQUIREMENTS:**

This position requires knowledge of current education and instructional theories, methodologies, techniques, and principles. Incumbent must have the ability to coordinate projects and programs for a substantial number of schools, students, and families. Incumbent must be able to communicate effectively, work with others as a team, organize and maintain records, evaluate performance and provide constructive feedback, and manage time and resources effectively and efficiently. Work requires creativity and adaptive thinking to match program objectives.

Employees in this position must be able to read, write, and speak/communicate in English in order to receive and to provide work-related information in a timely manner to other employees, supervisors, principals, school personnel, volunteers and where appropriate, visitors and students.

#### **JOB PURPOSE AND RESPONSIBILITY:**

Incumbent is responsible for providing leadership in the design and coordination of activities/projects and collaboration efforts, implementation and evaluation of programs which are directly linked to the educational initiatives of individual schools and the district. In the area of Community Education, incumbent may support the implementation of quality after school programming throughout the district.

#### **ESSENTIAL FUNCTIONS:**

- Works with school staffs and administrators to identify and address specific program/project needs.

# **AUSTIN INDEPENDENT SCHOOL DISTRICT**

## *Job Description*

- Provides leadership in a team of staff members to develop a comprehensive component of programs, which address the needs of students and families in the district.
- Develops a broad based approach to sustain the funding of assigned program/projects in the district, including collaboratively researching and writing grant applications.
- For Community Education Project Specialists: Monitors compliance with all after school grant requirements.
- Monitors evaluation design and coordinates the evaluation components of grants.
- Designs and implements professional development to a diverse program staff.

### **OTHER DUTIES AS ASSIGNED:**

Perform other related duties as assigned; however, all employees are expected to comply with lawful directives in rare situations driven by need where a team effort is required.

### **PHYSICAL EFFORT AND WORK ENVIRONMENT:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations will be made if necessary.

This position involves working in a normal office setting with no unusual physical demands or exposure to hazardous situations. This position may involve rare exposure to blood or body fluids. Regular attendance is required for this position.

### **PERSONAL WORK RELATIONSHIPS:**

Incumbent receives regular administrative supervision. It is expected that some incumbents will be more involved than others in planning and coordinating program activities. Supervisor may provide detailed instruction regarding changes in policies, procedures, or laws, or in reference to unusual circumstances or problems. Incumbent has significant contact with principals, teachers, parents and other school staff to offer guidance, exchange information, and develop programs. Incumbent may also maintain contacts within the community to develop programs and utilize additional instructional methodologies.

Austin Independent School District  
Job Description  
Job Title: Site Coordinator

Pay Grade: CP1  
Job Code:

FLSA Status: Exempt  
Revised:

**MINIMUM QUALIFICATIONS**

- Bachelors degree or youth worker/youth program quality certification
- One (1) year of supervision experience preferred.
- Experience in design and implementation of out-of-school-time programs or programs for school-age youth
- Experience working with diverse populations

**SKILLS REQUIREMENTS**

- Excellent interpersonal, communication, time management, and organizational skills
- Advanced skills in computer applications (Microsoft Word, Excel, Publisher, Power Point, databases, high level of data entry)
- Ability to travel district-wide by personal vehicle
- Ability to work frequent evening and weekend hours
- Bilingual (Spanish and English) preferred
- Knowledge of curriculum-based lesson planning
- Knowledge of Best Practices for instruction (lesson delivery)
- Knowledge of best practices for intervention with at-risk youth
- Knowledge of the program development process, including implementation, management and evaluation
- Skill in designing culturally competent activities for youth and parents/family members

**JOB PURPOSE AND RESPONSIBILITY:**

The position is responsible for the planning, organizing, scheduling, and general supervision of the Prime Time Program and parent/family program for Austin ISD at the school site. Additionally, this position is responsible for establishing and maintaining campus connections and relationships to develop out of school time (before school, after school, and summer) programs aligned to school instructional needs. This position is also responsible for the safety and security of students, staff, and school property during the OST program, including monitoring the program schedule to ensure appropriate staff/student ratios.

**ESSENTIAL FUNCTIONS**

- Conducts bi-annual campus needs assessments and develops Campus Service Delivery Plan
- Targets, recruits, and retains students and their families based on need for participation in the Prime Time Program
- Facilitates strategies for student assessments and interventions based on need
- Ensures high-quality program services by implementing the Youth Program Quality Assessment and Training model
- Identifies, trains, supervises program staff (including certified teachers, classified staff, temp hourly employees), and volunteers on selected curriculum, best practices, data analysis and utilization in order to provide youth with relevant, hands-on, project-based, and individualized instruction
- Creates and delivers training and professional development to ensure that program is of the highest quality and aligned with regular school day

- Plans, creates, implements, and evaluates academic support, enrichment, parent education/family engagement, and college and career activities that are aligned with school day curriculum
- Monitors vendor staff for quality and contract compliance
- Is available during the school day to provide advocacy to students enrolled in The Prime Time Program
- Participates in school leadership committees such as Campus Advisory Council, PTA, and teacher team meetings in order to create a link between the Prime Time Program and regular school day
- Maintains communication and positive working relationships with school administration, teachers, staff, families, vendors, and community
- Works with community to bring outside resources, speakers, presentations, and other opportunities to the program
- Prepares necessary reports, manages budget, tracks attendance, inputs data into computer system for record keeping purposes and evaluation, and purchases necessary supplies and materials.
- Maintain necessary records for the program in compliance with District, State and Federal policies, laws, and regulations.
- Meets or exceeds all grant performance measures including student and parent/family member attendance, fiscal management, number of days and hours, and other as stated in the grant application.

#### **OTHER DUTIES AS ASSIGNED**

Perform other related duties as assigned; however, all employees are expected to comply with lawful directives in rare situations driven by need, where a team effort is required.

#### **PHYSICAL EFFORT AND WORK ENVIRONMENT:**

Work is performed in a standard office environment. This position may involve rare exposure to blood or body fluids. Regular attendance is required for this position.

#### **PERSONAL WORK RELATIONSHIPS:**

Incumbent receives general instructional and guidance from supervisor on goals, objectives, and priorities. Incumbent generally has latitude in making day-to-day operations decisions for the campus program. Work is reviewed by supervisor on a regular basis and evaluation is based upon accomplishment of objectives and goals. The incumbent will have contact with supervisor, teachers, principals, and other district administrators, school staff, participants, outside organizations, and general public. Purpose of contact is to provide and obtain information, counsel, plan, implement, and evaluate programs, and coordinate activities.



## **Austin Independent School District (AISD)**

### **Programs:**

- **Victory Tutorial**
- **Primetime**

**Onsite Review Visit: July 15, 2013, 3:30 to 4:30 PM**

### **City of Austin HHSD Staff:**

- **Ron Hubbard, Early Childhood Coordinator**
- **Michelle Sparks, Early Childhood VISTA**
- **Jina Sorensen, Program Coordinator**

## **Agenda**

Annual Onsite visit scheduled with AISD to:

- Provide copies of Desk Review forms and discuss contents.
- Get an update on Primetime and Victory Tutorial program plans for the 2013-2014 school year

## **Results**

No questions, concerns, or findings resulted from the review. Information about a transition of the contracts to a different City staff person in the Family Health Unit will be communicated to AISD once a decision is finalized.

No follow-up by AISD is required from this Onsite visit or visit summary.

## **Visit Summary**

The **Entrance Conference** was attended by Corrina Noriega, Victory Tutorial Coordinator; Lee Vallery, Primetime Coordinator; and Leticia Casey, Accounting.

It was explained that an annual onsite visit to each contractor is required by the HHSD contract monitoring guidelines. The annual Desk Reviews, one for each program, were presented and discussed. AISD is in compliance with the items on the Desk Review. It was recommended that AISD attend or view the City Council Public Health and Human Service Committee meeting on August 20<sup>th</sup> for updated information about the social services RFA process. The HHSD (tentative) plans to assign Primetime and Victory Tutorial to the Austin Healthy Adolescent staff within the Family Health Unit were discussed. My recommendation is that the transition be made October 1.

**Programs:** The ACE/21st Century program was recently awarded 2.3 million dollars over several years and the grant will be used to enhance the after school program at current Primetime schools.

The Victory Tutorial Program plans to start offering online tutoring, writing workshops and workshops for parents and students in Austin Libraries.

The Exit Conference was attended by Corrina Noriega, Victory Tutorial Coordinator; Lee Vallery, Primetime Coordinator; Leticia Casey, Accounting. The process was explained including that a visit summary would be provided.

Thanks to the AISD staff for their cooperation and assistance in scheduling and conducting the visit.

Ron Hubbard  
Early Childhood Coordinator  
August 5, 2013 (revised)

Gloria:

Thanks to your staff for making time to meet with me for the required annual onsite monitoring visit. The visit was an abbreviated process since AISD had already been subject to an intensive review by our Contract Compliance Unit earlier in the year.

As you will see in the attached summary, AISD is in compliance with the contractual requirements and no follow-up is required.

I hope the upcoming school year begins smoothly for you and your staff and starts a successful year. HHSD will be contacting you soon about monitoring the CDBG Teen Parent contract sometime in September.

Ron Hubbard  
Early Childhood Coordinator  
Health and Human Services Department  
City of Austin  
P. O. Box 1088, Austin, Texas 78767  
(512) 972-5028 Fax: 972-6767  
[Ron.Hubbard@austintexas.gov](mailto:Ron.Hubbard@austintexas.gov)

## Section 0615 Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction.

<p>Select <b>only one (1)</b> of the following as the primary Self Sufficiency Goal your Application will address:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Safety Net Infrastructure</li> <li><input checked="" type="checkbox"/> Transition Out of Poverty</li> <li><input type="checkbox"/> Problem Prevention</li> <li><input type="checkbox"/> Universal Support Services</li> <li><input type="checkbox"/> Enrichment</li> </ul>	<p>Select <b>only one (1)</b> of the following Life Continuum Categories your application will address based on the primary goal selected:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Early Childhood</li> <li><input checked="" type="checkbox"/> Youth</li> <li><input type="checkbox"/> Adults and Families</li> <li><input type="checkbox"/> Seniors &amp; Persons with Disabilities</li> </ul>
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If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

<p>Self-Sufficiency Goals:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Safety Net Infrastructure</li> <li><input type="checkbox"/> Transition Out of Poverty</li> <li><input checked="" type="checkbox"/> Problem Prevention</li> <li><input checked="" type="checkbox"/> Universal Support Services</li> <li><input checked="" type="checkbox"/> Enrichment</li> </ul>	<p>Life Continuum Categories:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Early Childhood</li> <li><input checked="" type="checkbox"/> Youth</li> <li><input type="checkbox"/> Adults and Families</li> <li><input type="checkbox"/> Seniors &amp; Persons with Disabilities</li> </ul>
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**Section 0640**  
**Program Performance Measures and Goals**

**OUTPUT MEASURES**

Provide proposed goal amounts for your program in the City of Austin column, the All Other Funding Sources column and the TOTAL (City + All Other) column.

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (City + All Other) Annual Goal</u>
Number of unduplicated clients served per 12-month contract period	620		620

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin Goal</u>	<u>All Other Funding Sources Goal</u>	<u>TOTAL (City + All Other) Goal</u>
Number of unduplicated clients served during the initial 36-month contract period	1860		1860

<u>OUTPUT # 3 (Proposed)</u>	<u>City of Austin Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (City + All Other) Annual Goal</u>
(Measure name)			

<u>OUTPUT # 4 (Proposed)</u>	<u>City of Austin Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (City + All Other) Annual Goal</u>
(Measure name)			

**OUTCOME (RESULTS) MEASURES**

Replace the blue text in the left column of this section with the actual wording of your measures' numerators, denominators, and outcome rates (by %). Also in the right column's shaded blocks, include the corresponding goal amounts and percentages for each line.

<b>Total Program Performance – OUTCOME # 1 (Required)</b>	<b>Total Program Annual Goal</b>
Number of students who progress to the next grade level. (numerator)	425
Total number of students served (denominator)	500
Percentage of students who progress to the next grade level (outcome rate)	85%

<b>Total Program Performance – OUTCOME # 2 (Proposed)</b>	<b>Total Program Annual Goal</b>
Number of...(description of the measure's numerator) (numerator)	
Total number of...(description of the measure's denominator) (denominator)	
Percentage of...(description of the outcome percentage) (outcome rate)	%

<b>Total Program Performance – OUTCOME # 3 (Proposed)</b>	<b>Total Program Annual Goal</b>
Number of...(description of the measure's numerator) (numerator)	
Total number of...(description of the measure's denominator) (denominator)	
Percentage of...(description of the outcome percentage) (outcome rate)	%



**Section 0650  
Program Budget and Narrative**

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
<b>PERSONNEL</b>						
1. Salaries plus Benefits		\$376,000.00				\$376,000.00
<b>A. Subtotals: PERSONNEL</b>						\$376,000.00
<b>OPERATING EXPENSES</b>						
2. General Operating Expenses		24,000				
3. Consultants/ Contractuals						
4. Staff Travel - <u>Out of Travis County</u>						
5. Conferences/Seminars - <u>Out of Travis County</u>						
<b>B. Subtotals: OPERATING EXPENSES</b>						
<b>DIRECT ASSISTANCE for PROGRAM CLIENTS</b>						
6. Food/Beverage for Clients						
7. Financial Assistance for Clients						
8. Other ( <i>specify</i> )						
<b>C. Subtotals: DIRECT ASSISTANCE</b>						
<b>CAPITAL OUTLAY (with per Unit Cost <u>over \$5,000/unit</u>)</b>						
9. Capital Outlay						
<b>D. Subtotals: CAPITAL OUTLAY</b>						
<b>TOTALS</b>						
<b>GRAND TOTALS (A + B + C + D)</b>		\$400,000				\$400,000.00
<b>PERCENT SHARE of Total for Funding Sources:</b>	%	100%	%	%	%	100%

## Section 0650 Program Budget and Narrative

### *Program Budget Narrative*

Add details to describe the proposed City expenses from your Program Budget form. Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	FTEs to implement the VICTORY Tutorial Program in Austin Public Libraries throughout the Austin area.
OPERATING EXPENSES	
2. General Operating Expenses	These funds would cover summer programming, supplies to all locations, reproduction costs, purchasing of promotional materials, local staff travel, conferences and trainings, volunteer and staff appreciation, etc.
3. Consultants/ Contractuals	
4. Staff Travel - <u>OUT of Travis County</u>	
5. Conferences/Seminars/ Training - <u>OUT of Travis County</u>	
DIRECT ASSISTANCE	
6. Food/Beverage for Clients	
7. Financial Assistance for Clients	
8. Other Direct Assistance <i>(must specify)</i>	
CAPITAL OUTLAY	
9. <u>Capital Outlay</u> <i>(must specify)</i>	

## Section 0655 Program Funding Summary

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start <i>10/01/2015</i>	Funding Period End <i>09/30/2016</i>	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$400,000.00
<b>FUNDING AMOUNT TOTAL:</b>				<b>\$400,000.00</b>

**Section 0835: Non-Resident Bidder Provisions**

Company Name \_\_\_\_\_

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: \_\_\_\_\_

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_



AUSTIN PUBLIC  
LIBRARY



P.O. Box 2287, Austin, TX 78768-2287 | (512) 974-7400 | [www.cityofaustin.org/library](http://www.cityofaustin.org/library)

4/22/2014

City of Austin  
Health and Human Services Department  
7201 Levander Loop  
Austin, TX 78702

Subject: Letter of Support for Organizational Support – VICTORY Tutorial Program

Dear Reviewers,

On behalf of The Austin Public Library, I strongly support the Austin ISD VICTORY Tutorial Program.

Started in 1982 by the City of Austin, the program grew out of the Carver Branch librarian's desire to help students achieve success in school by providing a homework center staffed by community volunteers. By the late 1980's, the Oak Springs and University Hills branches had added homework centers. In 1992, the Austin Public Library received a *VISTA* grant to provide coordination support for the centers, and VICTORY Tutorials was officially established. Now funded by the City of Austin and conducted under the auspices of the AISD Department of School, Family, and Community Education, student and tutor participation in the program has grown steadily. This program has been a staple in the Austin Public Library system for over 30 years, and the relationship between the City of Austin, Austin ISD, and the Austin Public Library has afforded thousands of students the opportunity to have a one-on-one tutor to ensure their academic success.

The VICTORY Tutorial Program also offers the opportunity to link students and their families to the many resources the library provides. This furthers our shared goal of providing tools that will help our students and families gather and analyze information, make informed decisions, engage in creative communications, and explore new vehicles learning.

We look forward to our continued relationship with the Austin AISD VICTORY Tutorial program and the opportunity to give our students a chance for success.

Sincerely,

Brenda Branch, Directory of Libraries  
Austin Public Library



## Collaborative Understanding Agreement

The purpose of this agreement is to support and promote understanding between Austin Free-Net (AFN) a 501(c)(3) nonprofit organization and The VICTORY Tutorial Program. The two entities will work in tandem to introduce the iPad to students and tutors.

The VICTORY Tutorial Program currently has seven locations in the areas AFN already serves. The iPads will be deployed at the Carver Library in East Austin.

### - Austin Free-Net

Austin Free-Net exists to provide equal access to technology education and computing resources. We are a nonprofit organization established in 1995 to address digital inequality. Computer literacy and Internet access are critical to workforce vitality and individual success in our increasingly computer-dependent world.

AFN provides free public computer centers and computer literacy classes for adults at over twenty sites in Austin. By partnering with established community organizations and anchor institutions we are able to serve our clients at locations they already know and trust.

Staff Trainers are skilled at teaching those who have struggled to succeed in a traditional classroom environment. AFN clients are predominantly low-income (82 percent make below \$15,000/year) and minority (59 percent).

- 35 percent African-American
- 21 percent Hispanic
- 27 percent Caucasian
- 17 percent (other or no response)

### **Project Description**

Techno-Read is a partnership with The VICTORY Tutorial Program and Austin Free-Net to educate students in the use of tablet technology. AFN will supply the tutoring program with four iPad 2 tablet computers and one AFN staff member to contact as a liaison.

Through the use of the tablet computers, tutors and students will use interactive technology to help students learn in nontraditional ways to improve their reading and math skills. The VICTORY Tutorial Program currently has the pre- and post- tests for all school-aged children in the Austin area.

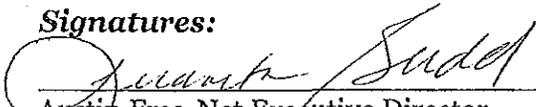
**AFN agrees to:**

- Provide four iPads
- Provide technical support for the devices
- Provide one AFN staff member as a single point of contact for questions

**VICTORY Tutorial Program agrees to:**

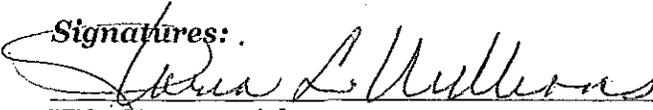
- Test new educational features and applications offered on the iPad
- Use each device for an average of four hours a day
- Report the number of people who used the iPads each calendar week on the following Monday
- Take responsibility for the iPads security and care

**Signatures:**

  
Austin Free-Net Executive Director

10/1/2012  
Date:

**Signatures:**

  
VICTORY Tutorial Program

11/20/12  
Date:



**MOU Site Specific Scope of Work**

**ATTACHMENT A**

Equipment, Software, and Personnel to be provided by Technology Partner to VICTORY Tutorial Program.

**Computers:**

Equipment			
Four iPad2 Tablet Computers	Apple	Wi-Fi 16Gb Black	MC769LL /A

**Software:**

Devices will include at minimum:

Standard Features	Suite of i-cons – email, etc.
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Expected Equipment Availability Date: 10/01/12

**Staff/Personnel:**

Number of Staff/Personnel to be Provided by Technology Partner to Site:	# of Persons: <u>0</u>	# of Hours: <u>    </u> per <u>    </u> .
Estimated Start Date:	10/01/12	

*[Handwritten Signature]*  
Initials of Technology Partner

*[Handwritten Signature]*  
Initials of VICTORY Tutorial Program





**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources

**FROM:** Erin D'Vincent, Senior Buyer  
**DATE:** January 15, 2014

**SUBJECT:** Request for Determination of Goals for Solicitation No. EAD0116  
Project Name: Self Sufficiency Social Services  
Commodity \_\_\_\_\_  
Code(s): 95243  
Estimated Value: \$16,000,000

**Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Departmental Point of Contact is: Robert Kingham at Phone: 972-5026

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please determine the use of goals by completing and returning the below endorsement. If you have questions, please call me at 972-4017

**Approved w/ Goals**       **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

- a. Goals:      \_\_\_\_\_% MBE      \_\_\_\_\_% WBE
- b. Subgoals    \_\_\_\_\_% African American      \_\_\_\_\_% Hispanic
- \_\_\_\_\_% Native/Asian American      \_\_\_\_\_% WBE

This determination is based on the following reasons: Insufficient scopes of work.

Veronica Lara, Director

Date: 1-21-14

cc: Lorena Resendiz